

**WORK SESSION:** A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer questions the City Council may have on agenda items and Carl Parker from URMMA will be present to give an inspection update. The public is welcome to attend.

## **FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, January 15, 2013, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

*Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.*

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

### **REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:**

7:05 Introduction of new City Council Member/Administration of Oath of Office

7:10 2013 Planning Commission Appointments

7:20 Presentation for Years of Dedicated Service to Mike Wagstaff

7:25 "Thank You" from Susan Maughan

### **PRESENTATION OF PETITIONS AND REQUESTS:**

7:30 Proposed Spring Creek Estates Open Space Conservation Easement

7:40 Temporary Zoning Regulations for Demolition Permits

### **NEW BUSINESS:**

7:45 Reimbursement from Transportation Impact Fees for Station Parkway Right of Way

## **SUMMARY ACTION:**

### **7:50 Minute Motion Approving Summary Action List**

1. Approval of Minutes from December 18, 2012
2. Ratification of Approval of Storm Water Bond Log
3. Rice Farms Estates Phase 6 Improvements Agreement
4. Hunters Creek Phase 4B Improvements Agreement
5. Re-Approval of Final Plat for Arendal Manor Subdivision
6. Bluereview Software Subscription Agreement
7. Final Plat for Hunters Creek Phase 4B Subdivision
8. Appointment of City Council Members to Various Committees

## **OLD BUSINESS:**

### **7:55 The Haws Companies – Discussion of Street Cross-Section for Station Parkway, 85 Foot Sign Height for Park Lane Commons Landmark Sign, and Public Improvements Extension Agreement for Potential Future Sidewalk Improvements along Station Parkway (South of Grand Avenue to Park Lane)**

## **GOVERNING BODY REPORTS:**

### **8:30 City Manager Report**

1. Upcoming Agenda Items
2. Community Park Options – Schedule Special Closed Meeting for February 19<sup>th</sup> at 4:00 p.m.
3. Building Activity Report for December
4. Community Covenant Program
5. Snow Removal – Monte Vista School Area
6. Police and Fire Monthly Activity Reports for December

### **8:45 Mayor Harbertson & City Council Reports**

1. Training for City Council Members
2. Joint PC/CC Training on January 31<sup>st</sup> at 5:30 p.m.

## **ADJOURN**

## **CLOSED SESSION**

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 10th day of January, 2013.

**FARMINGTON CITY CORPORATION**

By: Holly Gadd  
Holly Gadd, City Recorder

**\*PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

*In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.*

## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

### **S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance**

It is requested that Council Member Cory Ritz give the invocation/opening comments to the meeting and it is requested that Council Member John Bilton lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

**S U B J E C T:** Introduction of new City Council Member/Administration of  
Oath of Office

### ACTION TO BE CONSIDERED:

None.

### GENERAL INFORMATION:

Mayor Harbertson will introduce Cindy Roybal, the new City Council member. Holly Gadd will perform the administration of the Oath of Office.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

**S U B J E C T: 2013 Planning Commission Appointments**

### **ACTION TO BE CONSIDERED:**

See enclosed staff report.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 9, 2013

SUBJECT: 2013 PLANNING COMMISSION APPOINTMENTS

### RECOMMENDATION

Move that the City Council ratify recent Planning Commission appointments by Mayor Harbertson as follows:

Brad Dutson	One 4 year term: January 1, 2013 to December 31, 2016
Mack McDonald	One 4 year term: January 1, 2013 to December 31, 2016
Rebecca Wayment	Alternate: January 1, 2013 to December 31, 2013
Nate Creer	Alternate: January 1, 2013 to December 31, 2013

[Note: Brad Dutson and Mack McDonald were alternates and they replace Rick Draper and Michael Wagstaff whose terms have expired. Bob Murri was recently elected as the Chair of the Planning Commission and Kris Kaufman the Vice Chair (see attached list)].

### BACKGROUND

Section 11-3-020 of the Zoning Ordinance states that Planning Commission members shall be appointed by the Mayor with the advice and consent of the City Council. Normally, the Mayor interviews Planning Commission applicants at the end of the year, and appointments are made in December. However, this year it was decided to wait for the results of the recent process to select a person to fill the vacancy on the City Council left by Nelsen Michaelson before beginning the interview and appointment process for the Planning Commission. Hence, the next meeting available for the Council to consent to the appointments of the Mayor is January 15, 2013 because the Council cancelled their January 1<sup>st</sup> meeting.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

## 2013 FARMINGTON CITY PLANNING COMMISSION

**Bob Murri - Chair**  
513 Greystone Drive  
Farmington, Utah 84025

12/31/13

Home:  
Cell: 232-4022  
[rmurri@msn.com](mailto:rmurri@msn.com)  
[bobm@ascent.construction.com](mailto:bobm@ascent.construction.com)

**Kris Kaufman – Vice Chair**  
1734 N. Compton  
Farmington, Utah 84025

12/31/13

Home: 451-7957  
Cell: 390-9963  
[kkaufman@farrkaufman.com](mailto:kkaufman@farrkaufman.com)

**Michael Nilson**  
144 W. Oakridge Drive  
Farmington, Utah 84025

12/31/14

Home: 451-4652  
Work: 349-6543  
[nilsonmr@gmail.com](mailto:nilsonmr@gmail.com)

**Brett Anderson**  
837 South Country Lane  
Farmington, Utah 84025

12/31/15

Home: 447-3380  
Cell: 513-9587  
[bretta@blackburn-stoll.com](mailto:bretta@blackburn-stoll.com)

**Brigham Mellor**  
24 Country Bend Road  
Farmington, Utah 84025

12/31/15

Home:  
Cell: 792-3704  
[brighammellor@hotmail.com](mailto:brighammellor@hotmail.com)

**Brad Dutson**  
872 Shepard Creek Parkway  
Farmington, Utah 84025

12/31/16

Home:  
Cell: 879-0554  
[rbdutson@yahoo.com](mailto:rbdutson@yahoo.com)

**Mack McDonald**  
856 North Spring Pond Drive  
Farmington, Utah 84025

12/31/16

Home:  
Cell: 580-4461  
[mackmcdonald@yahoo.com](mailto:mackmcdonald@yahoo.com)

### ALTERNATES

**Rebecca Wayment**  
953 South 250 East  
Farmington, Utah 84025

12/31/13

Home: 451-5246  
Cell: 580-1880  
[rbwayment@gmail.com](mailto:rbwayment@gmail.com)

**Nate Creer**  
83 North Belmont Drive  
Farmington, Utah 84025

12/31/13

Home: 363-4421  
Cell: 856-4421  
[nate.creer@mail.com](mailto:nate.creer@mail.com)

### RECORDING SECRETARY

**Melissa Jackson**

Cell: 856-3468  
[mjackson@farmington.utah.gov](mailto:mjackson@farmington.utah.gov)



## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

**S U B J E C T:** Presentation for Years of Dedicated Service to Mike Wagstaff

### **ACTION TO BE CONSIDERED:**

None.

### **GENERAL INFORMATION:**

Mayor Harbertson will be making this presentation.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

**S U B J E C T:** “Thank You” from Susan Maughan

### **ACTION TO BE CONSIDERED:**

None.

### **GENERAL INFORMATION:**

Susan Maughan will be present to express appreciation to the City.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

**S U B J E C T: Proposed Spring Creek Estates Open Space Conservation Easement**

### **ACTION TO BE CONSIDERED:**

Deny the proposed Conservation Easement (Farmland and Open Space) for the Spring Creek Estates Subdivision. It is inconsistent with Chapter 12 of the Zoning Ordinance.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Ken Klinker.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: December 21, 2012

**SUBJECT: Proposed Spring Creek Estates Open Space Conservation Easement**

### RECOMMENDATION

Deny the proposed Conservation Easement (Farmland and Open Space) for the Spring Creek Estates Subdivision. It is inconsistent with Chapter 12 of the Zoning Ordinance.

### BACKGROUND

The Spring Creek Subdivision preliminary plat was approved with open space to be set aside as conservation land. A Conservation Easement has been proposed for an approximately 4.5 acre parcel of land, east of the subdivision and west of the DR&G Railroad bed. This easement is not actually located in the subdivision, but was part of the land approved on the Preliminary Plat as open space.

The proposed Easement suggests changes be made to the Easement that was recorded for Spring Creek Estates 3A and 3B subdivisions which includes language to allow *"Installation and operation of railroad tracks, landscaping and related facilities for a hobby style train for recreational purposes."*

The proposed easement also suggests changes to the Prohibited Uses section (m) to read: *"Other than the installation and operation of tracks for a hobby style train, any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbecues, etc."*

The reason for these changes is because the developer is planning to sell the property to the adjacent land owner who has a hobby railroad on his property.

Additionally, there are some other minor changes to the language of the previously approved Conservation Easement.

## STAFF REVIEW

This request violates several of the requirements of Section 11-12-120 Use Regulations from the Conservation Subdivision Development Standards of the Farmington City Zoning Ordinance, including, but not limited to:

### 11-12-120 (b) (2) Conditional Uses

(E) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways. *This appears to be proposed for an expansion of a commercial use.*

### 11-12-120 (b) (3) Prohibited Uses

(A) Any residential, commercial or industrial activity; *The hobby train proposal appears to be an expansion of a commercial use in violation of the ordinance.*

(B) Any development, construction or location of any man-made modification or improvements such as buildings, structures, roads, parking lots, or other improvements;

(F) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the property and/or utility facilities within the property;

(I) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses; *However, this prohibited use would be required to construct railroad tracks.*

(L) Changing the topography of the property by placing on it any soil, dredging spoils, land fill, or other materials, except as necessary to conduct specific permitted purposes.

It is staff's opinion that, at least, these provisions of the requirement for conservation subdivision open space would be violated if the proposed conservation easement was approved, and, therefore, it should be denied.

Note: A Conservation Easement that was presented to the developer for comment before this proposed easement was submitted to the City. It is available to review.

Respectfully submitted,



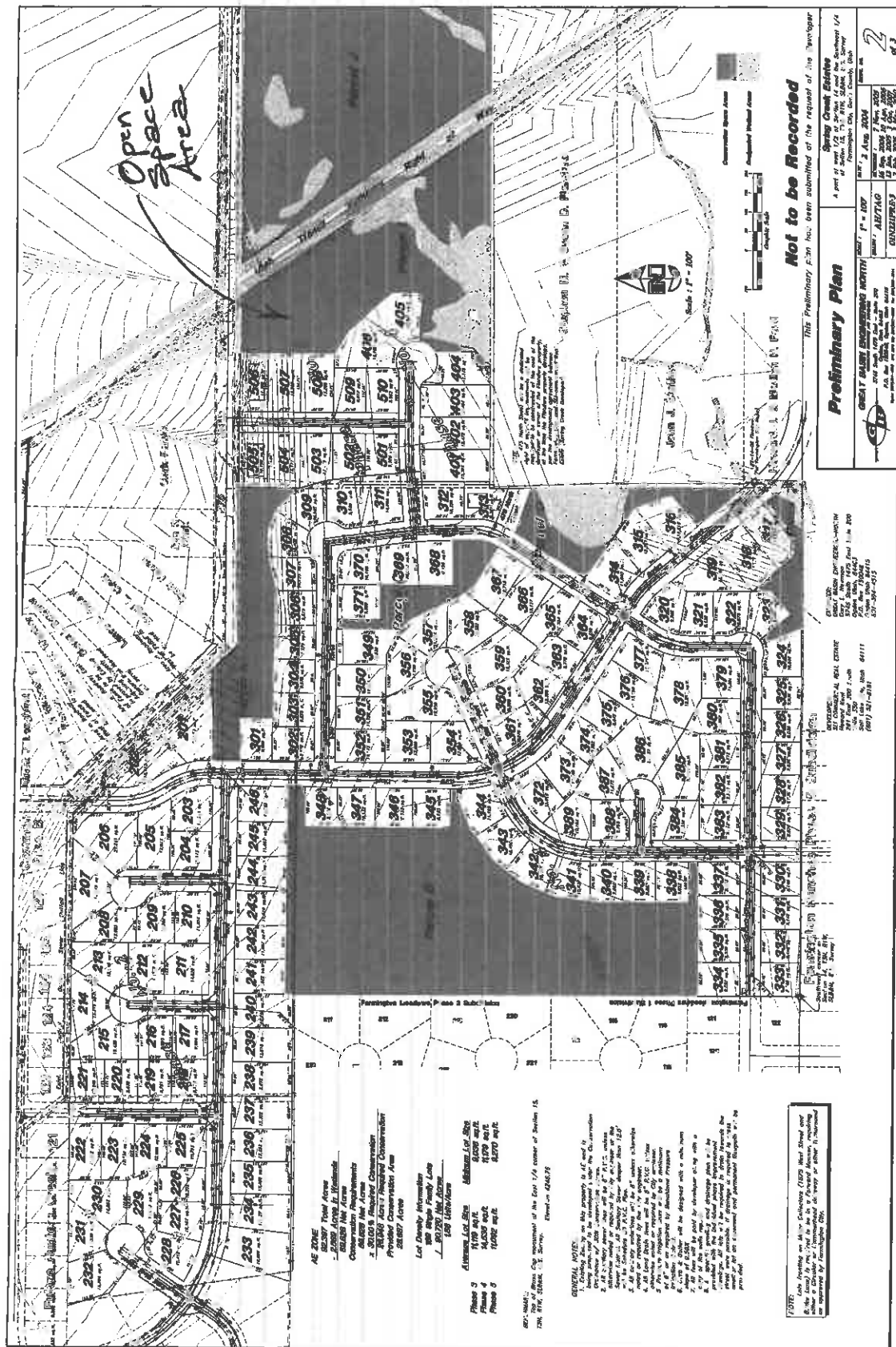
Ken Klinker  
Planning Department

Review and Concur



Dave Millheim  
City Manager

enclosures:    Copy of Conservation Easement proposed by Developer  
                     Copy of Chapter 12 of the Farmington City Zoning Ordinance  
                     Spring Creek Estates approved Preliminary Plat



WHEN RECORDED, MAIL TO:

FARMINGTON CITY  
Attn: City Manager  
160 South Main  
P.O. Box 160  
Farmington, Utah 84025

Affects Parcel No; \_\_\_\_\_

Deleted: (s)

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**CONSERVATION EASEMENT**  
(Farmland and Open Space)

THIS CONSERVATION EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_, by SLI COMMERCIAL REAL ESTATE CO., a Utah corporation, whose mailing address is 261 East 300 South, Suite 350, Salt Lake City, Utah 84111 (hereinafter "**Grantor**") in favor of FARMINGTON CITY, a Utah municipal corporation (hereinafter "**Grantee**") whose mailing address is 160 South Main, Farmington, Utah 84025

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**RECITALS**

WHEREAS, Grantor is the sole owner in fee simple title of certain real property located in the Spring Creek Estates No. \_\_\_\_\_, Farmington City, Davis County, State of Utah, which property is more particularly described herein at Section 2 and hereinafter referred to as the "**Property**"; and

Deleted: 3-A Subdivision and the Spring Creek Estates No. 3-B Subdivision

WHEREAS, the Property possesses unique open space, recreational wildlife, farmlands, and/or green space values (collectively referred to as "**Conservation Values**") of great importance to the Grantor, the Grantee, and the public; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation of the use of the Property in such a way which does not significantly impair or interfere with those values and which provides for appropriate natural, ecological, agricultural and open space use of the Property; and

WHEREAS, Grantor intends to preserve and protect the Conservation Values of the Property and to protect the Property from future development in perpetuity through this Easement and dedication of the same to Grantee; and

WHEREAS, Grantee is a governmental entity and a tax exempt entity under Section 501(c) of the Internal Revenue Code qualified to acquire a conservation easement under the terms of Utah Code Ann. § 57-18-3, as amended,



NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly Utah Code Ann. § 57-18-1, et seq., as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. **Conveyance.** Grantor hereby grants and warrants to Grantee a perpetual conservation easement as hereinafter defined (the “Easement”) over and across all the Property to preserve, restore and protect the Conservation Values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. **Property.** The Property subject to this Easement consists of ~~a total of~~ approximately ~~four and one-half (4½)~~ acres of ~~real property located in~~ the Spring Creek Estates No. \_\_\_\_\_ located in Township 3 North, Range 1 West, Salt Lake Base and Meridian, Farmington City, Davis County, State of Utah, as more particularly described on **Exhibit “A,”** attached hereto and incorporated herein by this reference.

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**Deleted:** 3-A Subdivision designated as Conservation Easement Restricted Use Area, and Parcel D of the Spring Creek Estates No. 3-B Subdivision,

3. **Current Use and Condition of the Property.** The Property presently consists of open pasture, hayfields and farmland. The existing, permitted and conditional uses of the Property are more particularly described herein and designated on the Use Map set forth on **Exhibit “B,”** attached hereto and incorporated herein by this reference. ~~The Property is presently adjacent to an elevated walking/cycling path to the east, residential property to the west and property improved with hobby train facilities to the south.~~ The Property has the specific Conservation Values as more particularly defined.

4. **Purpose.** Grantor is the fee simple title owner of the Property and is committed to preserving the Conservation Values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its open space wildlife, farmland and/or green space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the Conservation Values of the Property.

5. **Duration.** The duration of the Easement shall be perpetual.

6. **Permitted and Conditional Uses.**

(a) **Permitted Uses.** Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

(i) Conservation of open land in its natural state.

(ii) Agricultural and horticultural uses, including raising crops or Class “B” livestock, as defined by and consistent with Farmington City Ordinances, excluding any associated fencing and buildings that support an active, viable agricultural or horticultural operation and any commercial livestock operations involving swine, poultry, and mink. Livestock grazing for Class “B” animals shall require proper

management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

(iii) Pastureland for sheep, cows and horses, subject to applicable Farmington City Ordinances.

(iv) Underground utility easements for drainage, access, sewer or water lines, or other public purposes.

(vi) Above-ground ~~utilities~~ if permitted under Farmington City Ordinances; provided, areas encumbered by such facilities shall not be counted toward the minimum required conservation land for the subdivision.

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(vii) Perimeter fencing, subject to applicable Farmington City Ordinances.

(viii) Internal fencing, when deemed necessary and appropriate in connection with permitted uses.

(ix) Installation and operation of railroad tracks, landscaping and related facilities for a hobby style train for recreational purposes.

(b) Conditional Uses. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted as a conditional use, subject to obtaining a conditional use permit from the City of Farmington for such use in accordance with City Ordinances regarding the same. Such uses must also be permitted or conditional in the zone in which the Property is located.

(i) Agricultural uses, not otherwise permitted under Subsection (a), including Class “C” animals, as defined by and consistent with Farmington City Ordinances, but excluding commercial livestock operations involving swine, poultry and mink. Livestock grazing for Class “C” animals, shall be limited to designated areas only as delineated on **Exhibit “B,”** and shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture – Natural Resource Conservation Service, and shall not materially degrade or deteriorate the wetlands, range resource, wildlife habitat or Conservation Values of the Property. All farm operations shall be consistent with sound agricultural practices.

(ii) Accessory buildings and structures used solely in connection with approved agricultural, recreation, livestock or equestrian uses in designated areas only as delineated on **Exhibit “B.”** The location and construction of such accessory

structures shall be consistent with the conservation and agricultural uses of the Property and must be approved by the City.

(iii) Wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations in designated areas only as delineated on **Exhibit "B."**

(iv) Silviculture, in keeping with established standards for selective harvesting and sustained-yield forestry in designated areas only as delineated on **Exhibit "B."**

(v) Neighborhood open space uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses specifically excluding motorized off-road vehicles, rifle ranges, and other uses similar in character and potential impact in designated areas only as delineated on **Exhibit "B."**

(vi) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways in designated areas only as delineated on **Exhibit "B."**

(vii) Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the conservation land.

**Deleted:** (viii) . Internal fencing, when deemed necessary and appropriate in connection with permitted or conditional uses.

7. **Prohibited Uses.** Any activity on or use of the Property not specifically listed as a permitted use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the Conservation Values is expressly prohibited. Except as otherwise set forth herein as a permitted or conditional use, the following uses shall be considered prohibited on the Property:

- (a) Any residential, commercial or industrial activity;
- (b) Any development, construction or location of any manmade modification or improvements such as buildings, structures, roads, parking lots, or other improvements;
- (c) Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property;
- (d) Any dumping or storing of ashes, trash, garbage or junk;
- (e) Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes;

(f) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the Property and/or utility facilities within the Property;

(g) Hunting or trapping for any purpose other than predatory or problem animal control;

(h) Advertising of any kind or nature and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized use of the same;

(i) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses;

(j) The change, disturbance, alteration, or impairment of significant natural ecological features and values of the Property or destruction of other significant conservation interests on the Property;

(k) The further division, subdivision or de facto subdivision of any of the parcels constituting the Property (the Property currently consists of two (2) parcels, each of which can be individually sold, owned or operated, in accordance with applicable Farmington City Ordinances, but not further subdivided); and

(l) Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other materials, except as necessary to conduct specific permitted purposes.

(m) ~~Other than the installation and operation of tracks for a hobby style train, any~~ development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbeques, etc.

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(n) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. **Rights of the Grantee.** Grantor confers the following rights upon Grantee to perpetually maintain the Conservation Values of the Property and to accomplish the purpose of this Easement.

(a) Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the Conservation Values of the Property.

(b) Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

(c) Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the Conservation Values of the Property.

(d) Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

(e) Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

(f) Grantee has the right to enter on the Property to study and make ecological and scientific observation of the Property and its ecosystems.

9. **Duties of the Grantor.** Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with the rights reserved in Grantor by this Easement, Grantor shall be subject to all of the terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the Conservation Values of the Property.

10. **Enforcement of Easement.**

(a) **Notice and Demand.** If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

(b) **Failure to Act.** If, for a thirty (30) day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys' fees incurred by the Grantee compelling such compliance.

(c) **Absence of Grantor.** If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

(d) Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

(e) Injunctive Relief and Restoration. Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

(f) Cumulative Remedies. The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

(g) Waiver. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. **Permitted Construction and Maintenance Activities.**

(a) Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with permitted and conditional uses of the Property.

(b) This Easement is subject to the rights of Grantor, Farmington City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of underground public utilities as permitted herein. The responsible person, entity or utility company in interest, shall, at its sole cost and expense, promptly restore the Property affected by such activities to as near as reasonably practicable the same condition as existed immediately prior to such activities. Nothing herein shall be deemed a grant of an easement to Farmington City or to any utility; the foregoing is set forth only to establish uses or activities which may be allowed on the Property.

12. **Extinguishment of Development Rights.** All development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

13. **Maintenance.** The Property shall be maintained by Grantor in accordance with good land management practices and with the Maintenance Plan set forth in **Exhibit "C,"** attached hereto and incorporated herein by this reference. Grantor shall be solely responsible for the upkeep and maintenance of the Property. If Grantor fails to maintain the Property in accordance with the Maintenance Plan or any of the terms and conditions of this Easement, the Grantee may provide or

cause to be provided such maintenance necessary to preserve and protect the Conservation Values of the Property. Any costs reasonably incurred by the Grantee in providing such maintenance shall be reimbursed by Grantor within thirty (30) days from receipt of invoicing from Grantee.

14. **Taxes.** Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same within thirty (30) days from receipt of invoicing from Grantee.

15. **Indemnification.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the “**Indemnified Parties**” from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys’ fees, arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

16. **Transfer of Grantee’s Interest.** If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration; unless (a) the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

17. **Cessation of Grantee’s Existence.** If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code.

18. **Termination of the Easement.** This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement’s purpose or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the

Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement. If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

19. **Transfer of Grantor's Interest.** The Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of interest shall be subject to the restrictions set forth in this Easement. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement.

20. **Notices.** Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following, or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

To Grantee: Farmington City  
Attn: City Manager  
160 South Main  
P.O. Box 160  
Farmington, Utah 84025

To Grantor: SLI Commercial Real Estate Co.  
Attention: Howard Kent  
261 East 300 South, Suite 350  
Salt Lake City, Utah 84111

21. **Title Warranty.** Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in **Exhibit "D,"** attached hereto and incorporated herein by this reference, and hereby promises to defend the same against all claims that may be made against it.

22. **Subsequent Encumbrances.** This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements in respect of the Property, subject to the terms and conditions set forth herein. The grant of any easement or use restriction that might diminish or impair the Conservation Values of the Property is prohibited. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

23. **Environmental Warranty.** Grantor warrants that it has no actual knowledge or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorneys' fees arising from or with respect to any release of hazardous waste or violation of environmental laws with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.



24. **Recordation.** The Grantee shall record this instrument in timely fashion in the official records of Davis County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

26. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of Utah Code Ann. § 57-18-1, et seq., as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

28. **Joint Obligation.** Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor or Grantors shall be joint and several.

29. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

30. **Entire Agreement.** This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings.

31. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

32. **Amendments.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend the Easement; provided, that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code 170(h), or any regulation promulgated thereunder, or the Utah Land Conservation Easement Act, as set forth in Utah Code Ann. §§ 57-18-1, et seq., as amended. Any amendment to this Easement shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be in writing, signed by both parties, and recorded in the official records of Davis County, Utah. Any proposed amendments to this Easement shall comply with the Farmington City Conservation Easement Amendment Policy, as amended, and shall require, at a minimum, a public hearing before the City

Council and fourteen (14) day advance notice to the public by publishing notice in a daily newspaper of general circulation in the City.

*[Signature page to follow]*

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

GRANTOR:  
SLI COMMERCIAL REAL ESTATE CO.  
a Utah corporation

\_\_\_\_\_  
By: Howard J. Kent, President

GRANTEE:  
FARMINGTON CITY  
a Utah municipal corporation

ATTEST: \_\_\_\_\_  
By: Mayor Scott Harbertson

\_\_\_\_\_  
Margy L. Lomax, City Recorder

GRANTOR'S ACKNOWLEDGMENT

STATE OF UTAH                    )  
  :ss.  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, personally appeared before me HOWARD J. KENT who being by me duly sworn did say that he is the President of SLI COMMERCIAL REAL ESTATE CO., and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and he acknowledged to me that said corporation executed the same.

Deleted: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

GRANTEE'S ACKNOWLEDGMENT

STATE OF UTAH            )  
                                  :ss  
COUNTY OF DAVIS        )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, personally appeared before me Scott Harbertson, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott Harbertson acknowledged to me that the City executed the same.

Deleted: 11

My Commission Expires: \_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF EASEMENT AREA**

**EXHIBIT "B"**  
**USE MAP OF EASEMENT**

**EXHIBIT “C”**  
**MAINTENANCE PLAN**

**EXHIBIT "D"**  
**LIST OF ACCEPTED ENCUMBRANCES**



## CHAPTER 12

### CONSERVATION SUBDIVISION DEVELOPMENT STANDARDS

11-12-010	<b>Purpose.</b>
11-12-020	<b>Applicability.</b>
11-12-030	<b>Definitions.</b>
11-12-040	<b>Development Options.</b>
11-12-050	<b>Approval Process.</b>
11-12-060	<b>Development Activities Prohibited.</b>
11-12-065	<b>Waiver.</b>
11-12-068	<b>Fee in Lieu; conservation Land Dedication.</b>
11-12-070	<b>Subdivision Yield Plan.</b>
11-12-080	<b>Sensitive Area Designation Plan.</b>
11-12-085	<b>Master Development Plan.</b>
11-12-090	<b>Dimensional Standards.</b>
11-12-100	<b>Design Standards.</b>
11-12-110	<b>Conservancy Lots.</b>
11-12-120	<b>Use Regulations.</b>
11-12-130	<b>Conservation Land Design Standards.</b>
11-12-140	<b>Permanent Protection of Conservation Lands.</b>
11-12-150	<b>Ownership of Conservation Lands.</b>
11-12-160	<b>Maintenance of Conservation Lands.</b>

#### 11-12-010 Purpose.

The purpose of this Chapter is to provide for subdivision development within Farmington City in a manner that:

- (a) Protects constrained and sensitive lands, including those areas containing sensitive and undevelopable features such as steep slopes, floodplains and wetlands, by setting them aside from development;
- (b) Conserves conservation and open space land, including those areas containing unique or natural features such as meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat, historical buildings and/or sites, archeological sites, and green space, by setting them aside from development;
- (c) Provides greater design flexibility and efficiency in the siting of services and infrastructure, including the opportunity to reduce length of roads, utility runs, and the amount of paving required for residential development;

(d) Reduces erosion and sedimentation by the retention of existing vegetation and the minimization of development on steep slopes and other constrained and sensitive lands;

(e) Provides for a diversity of lot sizes to accommodate a variety of age and income groups and residential preferences, so that the community's population diversity may be enhanced;

(f) Provides incentives for the creation of greenway systems and open space within the City for the benefit of present and future residents;

(g) Implements adopted City policies to conserve a variety of irreplaceable and environmentally sensitive resource lands as set forth in the Comprehensive General Plan;

(h) Implements adopted land use, environment, natural hazards, transportation, and community policies, as identified in the Comprehensive General Plan;

(i) Protects areas of the City with productive agricultural soils for continued agricultural use by conserving blocks of land large enough to allow for viable farm operations;

(j) Creates neighborhoods with direct visual and/or recreational access to constrained, sensitive and conservation land;

(k) Provides for the conservation and maintenance of constrained, sensitive and conservation land within the City to achieve the above-mentioned goals;

(l) Provides incentives and design alternatives for landowners to minimize impacts on environmental resources such as, sensitive lands, wetlands, floodplain, and steep slopes, and to minimize disturbance of natural or cultural features such as, mature woodlands, tree lines, wildlife habitats and corridors, historic buildings, and floodplain walls;

(m) Provides standards accommodating to some extent the varying circumstances and interests of individual landowners and the individual characteristics of their properties; and

(n) Conserves scenic views and elements of the City's rural and scenic character and minimizes perceived density by minimizing views of new development from existing roads.

**11-12-020 Applicability.**

The election to develop property as a Conservation Subdivision is voluntary and provided to developers as an alternative to development of property as a Conventional Subdivision pursuant to other applicable provisions of this Title. The intent of this Chapter and the Conservation Subdivision options is to encourage the creation and development of flexibly-designed open space subdivisions. Conservation Subdivisions may be developed within applicable agricultural and residential zones of the City. Conservation Subdivisions shall be developed in accordance with and subject to the development standards, conditions, procedures and regulations of this Chapter and with all other applicable subdivision ordinances and zoning regulations of the City which are not otherwise in conflict with the provisions of this Chapter.

#### **11-12-030 Definitions.**

For purposes of this Chapter, the following words shall have the meanings set forth herein:

(a) Conservation Land. Conservation land means land containing unique, historic, cultural, archeological, natural or other significant features, including, but not limited to, meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat, historic buildings and/or sites, archeological sites, and open space.

(b) Constrained and Sensitive Land. Constrained and sensitive land means land which is generally unbuildable and which contains constrained and sensitive features including, but not limited to, wetlands, floodplains, steep slopes, faults and other geologically or environmentally sensitive features.

#### **11-12-040 Development Options.**

Developers desiring to develop property as a Conservation Subdivision in accordance with and subject to the development standards, conditions, procedures and regulations of this Chapter are provided the following Conservation Subdivision development options. These options are provided as an incentive to encourage developers to designate, preserve and protect a greater percentage of their property as permanent open space.

(a) Option One: Basic Conservation. Option One Conservation Subdivision provides for residential development at the base density permitted in the relevant zone plus any corresponding density incentive as provided herein for Option One Conservation Subdivisions. In order to obtain the full density incentive permitted herein for an Option One Conservation Subdivision, the development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required percentage of conservation land within the development.

(b) Option Two: Enhanced Conservation. Option Two Conservation Subdivision provides for residential development at the base density permitted in the relevant zone plus any corresponding increased density incentive as provided herein for Option Two Conservation Subdivisions. In order to obtain the increased density incentive provided herein for an Option Two Conservation Subdivision, the development must utilize a conservation design which sets aside and preserves all constrained and sensitive lands, natural hazards and resources, and provides the required increased percentage of conservation land within the development.

**11-12-050 Approval Process.**

Applications for a Conservation Subdivision shall be submitted and processed in accordance with the requirements and procedures set forth in the City Subdivision Ordinance, including submission and approval of schematic, preliminary and final plans or plats, and any additional procedural requirements set forth in this Chapter, including, but not limited to, submission of a Subdivision Yield Plan, Sensitive Area Designation Plan and/or Master Development Plan.

**11-12-060 Development Activities Prohibited.**

In order to ensure the preservation and enhancement of existing conditions of certain property within the City, including, but not limited to, constrained and sensitive lands, natural and cultural resources, wildlife habitat and other unique and sensitive lands, no new development activity shall be permitted on property proposed for development as a Conservation Subdivision prior to final plat approval as provided herein. Upon final plat approval, all development activity shall be conducted in accordance with and subject to applicable permit and development approval processes required by City Ordinances, rules and regulations. For purposes of this Section, “development activity” shall include any disturbance or alteration of the property in any way, but shall not include continuation of any currently existing permitted use of the property.

**11-12-065 Waiver.**

Subject to the provisions set forth herein, any provision of this Chapter may be waived by the City upon a vote of not less than four (4) members of the City Council. Such waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary by the City Council. No waiver shall be granted absent a finding of good cause based upon specific special circumstances attached to the property. No waiver should be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter. Any waiver of the required minimum conservation land dedication shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

**11-12-068      Fee in Lieu; Conservation Land Dedication.**

In the event a proposed conservation land dedication does not, in the City's legislative discretion, produce sufficient public benefit, the City may require the payment of a fee in lieu of the dedication of conservation land. The fee to be paid to the City shall be established as follows:

- (1) The City shall establish the amount of the fee to be paid by determining the value of land of the same general characteristics as the conservation land dedication which would be required absent the application of the provisions of this section. The City's determination of value may be based on land sales data in the City's possession or reasonably available, and the basis of the City's determination shall be made available to the Applicant.
- (2) In the event the Applicant disagrees with the City's determination of the amount of the fee in lieu, the Applicant may, at its sole expense, submit an appraisal report from a licensed and Certified General Appraiser to establish the value of the proposed conservation land dedication. The value as established in a qualifying appraisal shall be the amount of the fee in lieu of conservation land dedication.
- (3) Any amount received by the City in lieu of conservation land dedication shall be set aside solely for open space and/or park acquisition and/or development.

**11-12-070      Subdivision Yield Plan.**

All applications for a Conservation Subdivision shall include a Subdivision Yield Plan prepared in accordance with the provisions set forth herein. The Subdivision Yield Plan is utilized to determine and calculate the base number of dwelling units for any given property to be developed as a Conservation Subdivision.

(a)      Subdivision Yield Plan. Applicants shall prepare a Subdivision Yield Plan for the proposed project showing how the property within the project could be developed under a Conventional Subdivision layout using the dimensional standards set forth in Subsection (c). The Subdivision Yield Plan is not intended to propose or permit the actual development of the property in accordance with the dimensional standards set forth herein, but is prepared merely to determine the base number of dwelling units to be used in calculating the permitted number of dwelling units and lot size for the actual Conservation Subdivision. No subdivision may be developed in accordance with the dimensional standards set forth in Subsection (c) or a proposed Subdivision Yield Plan.

(b)      Realistic Layout. The Subdivision Yield Plan must be drawn to scale and must exhibit a realistic layout reflecting a Conventional Subdivision layout that could

reasonably be expected to be implemented in consideration of dimensional standards set forth herein and calculating and addressing the presence of non-buildable or infrastructure areas, including, but not limited to, rights-of-way, public improvement areas, wetlands, floodplains, steep slopes, restricted areas subject to the Farmington City Foothill Development Standards, and existing easements or encumbrances. A sample Subdivision Yield Plan is set forth in Exhibit "A," attached hereto and incorporated herein by this reference, providing an example of a hypothetical Yield Plan for land zoned Large Suburban.

(c) **Dimensional Standards.** The Subdivision Yield Plan shall reflect the following dimensional standards:

Subdivision Yield Plan Dimensional Standards			
Zone	Lot Area	Lot Width	
		Interior	Corner
R (Residential)	8,000 s.f.	75'	85'
LR (Large Residential)	10,000 s.f.	85'	95'
S (Suburban)	15,000 s.f.	95'	100'
LS (Large Suburban)	20,000 s.f.	100'	110'
AE (Agriculture Estates)	½ Acre	100'	110'
A (Agriculture)	1 Acre	100'	110'
AA (Agriculture-Very Low Density)	5 Acre	150'	160'

(d) **Approval.** The Subdivision Yield Plan must be approved in writing by the City Planner for compliance with the standards and provisions of this Section prior to the submission of a Schematic Plan for a Conservation Subdivision.

#### **11-12-080 Sensitive Area Designation Plan.**

All applications for a Conservation Subdivision shall include a Sensitive Area Designation Plan prepared in accordance with the provisions set forth herein. The Sensitive Area Designation Plan shall identify all constrained and sensitive lands within the property boundaries and within four hundred (400) feet outside of the property boundaries, including, but not limited to, floodplains, wetlands, steep slopes, and restricted areas as regulated by the Farmington City Foothill Development Standards. The Sensitive Area Designation Plan shall also clearly identify all natural or cultural resources present on the property and within four hundred (400) feet outside of the property, including, but not limited to, geographic features, including, but not limited to, meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland, wildlife corridors and/or habitat; historic buildings and/or sites;

archeological sites; cultural features and green space. Some, but not all, of certain constrained and sensitive lands are designated and shown on the Farmington City Resources and Site Analysis Plan which may be utilized by applicants for the purpose of preparing a Sensitive Area Designation Plan. Applicants are solely responsible for checking and ensuring the accuracy and designation of constrained and sensitive lands and natural and cultural resources on the Sensitive Area Designation Plan for their particular project and applicable adjacent property. If site analysis, surveying and/or identification of constrained and sensitive lands and natural and cultural resources require entry onto adjacent properties, applicants are solely responsible for obtaining all required permits and/or approvals for such entry and analysis, surveying and/or identification.

#### **11-12-085 Master Development Plan.**

When deemed necessary or desirable by the City, application and approval for a Conservation Subdivision may require the submission and approval by the City of a Master Development Plan and/or Development Agreement. Such Master Development Plan and/or Development Agreement may be required by the City at any stage of the subdivision approval process.

#### **11-12-090 Dimensional Standards.**

(a) **Density.** The permitted density for development within a Conservation Subdivision shall be determined in accordance with the following chart, hereinafter referred to as the “Development Incentive Chart.” The percentage increases noted as the “multiplier” in the Chart are percentage increases from the base density identified in the approved Subdivision Yield Plan for the proposed development.

Option One - Development Incentive Chart				
Zone	ConservationLand	Incentive Multiplier	Typical Lot Area	Lot Size Minimum
R	10%	0%	7,200 s.f.	6,500 s.f.
LR	10%	0%	9,000 s.f.	7,500 s.f.
S	15%	0%	12,750 s.f.	9,000 s.f.
LS	25%	5%	14,286 s.f.	10,000 s.f.
AE	25%	5%	14,286 s.f.	10,000 s.f.
A	30%	10%	25,455 s.f.	14,000 s.f.
AA	30%	10%	138,600 s.f.	14,000 s.f.

Option Two - Development Incentive Chart				
Zone	Conservation Land	Incentive Multiplier	Typical Lot Area	Lot Size Minimum
R	15%	10%	6,182 s.f.	5,500 s.f.
LR	15%	10%	7,727 s.f.	6,500 s.f.
S	20%	15%	10,435 s.f.	8,000 s.f.
LS	30%	20%	11,667 s.f.	9,000 s.f.
AE	30%	20%	11,667 s.f.	9,000 s.f.
A	40%	20%	20,000 s.f.	12,000 s.f.
AA	40%	20%	108,900 s.f.	12,000 s.f.

(b) **Minimum Required Conservation Land.** All Conservation Subdivisions shall provide at least the minimum percentage of conservation land within the Conservation Subdivision as set forth in the Development Incentive Chart in Subsection (a). The minimum percentage of required conservation land for any given Conservation Subdivision shall be calculated based upon the total acreage of property within the proposed subdivision less areas containing constrained and sensitive lands. Required conservation land shall not include any constrained or sensitive lands as defined herein. Except as otherwise provided herein, conservation land shall not be included within any residential lot.

(c) **Lot Area.** The lot area and minimum lot size for lots within a Conservation Subdivision shall be determined in accordance with the Development Incentive Chart set forth in Subsection (a). The typical lot area is likely to be much closer in size to the established threshold for each zone because that lot size can be delivered by developers while still meeting the minimum conservation land requirements set forth herein.

(d) **Lot Width at Building Line.** The minimum lot width at the building line for main buildings within a Conservation Subdivision shall be seventy-five (75) feet, except in the R and LR zones the minimum lot width shall be sixty (60) feet.

(e) **Street Frontage.** The minimum street frontages for lots within a Conservation Subdivision shall be determined in accordance with the street frontage regulations provided for the relevant zone.

(f) **Yard Regulations.** The builder or developer of a Conservation Subdivision may consider variations in the principal building position and orientation, but shall observe the following minimum standards for buildings within a Conservation Subdivision. Exceptions to these minimum setback regulations may be approved by the



City, in its sole discretion, during plat approval process when deemed appropriate and desirable under the circumstances.

- i. Front Setback. The minimum front yard setback for main buildings in a Conservation Subdivisions shall be twenty (20) feet . Notwithstanding the foregoing, the minimum front yard setback for attached garages which extend past the front of the dwelling towards the front property line in any Conservation Subdivision shall be thirty (30) feet.
- ii. Rear Setback. The minimum rear yard setback for main buildings within a Conservation Subdivisions shall be thirty (30) feet.
- iii. Side Setback. The minimum side yard setback for main buildings within a Conservation Subdivision shall be ten (10) feet
- iv. Side Corner Setback. The minimum side corner setback for main buildings within a Conservation Subdivision shall be fifteen (15) feet from the property line in compliance with clear vision standards set forth in Section 11-28-150 of this Title.
- v. Accessory buildings on lots less than ½ acre in size shall be located at least six (6) feet to the rear of the dwelling, shall not encroach on any recorded easement, shall not occupy more than twenty-five percent (25%) of the rear yard, and shall be located at least fifteen (15) feet from any dwelling on an adjacent lot. Such buildings may be located within one (1) foot of the side or rear property line. Accessory buildings shall, without exception, be subordinate in height and area to the main building.
- vi. Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be located not less than ten (10) feet from any side or rear property line and one hundred (100) feet from any public street or from any dwelling on an adjacent property.
- vii. A detached garage, or other architecturally compatible structure as approved by the Planning Commission, may be located in the side yard of a lot providing that a six (6) foot separation is maintained from the residence and all front, side, and rear setbacks are provided as specified in Section 11-11-050.
- viii. On double-frontage lots, accessory buildings shall be located not less than twenty-five (25) feet from each street upon which the lot has frontage.

(g) Building Height on lots less than one-half (½) acre.

(1) Main buildings:

i. Main buildings shall not exceed twenty-seven (27) feet in height;

ii. No dwelling or structure shall contain less than one story.

(2) Accessory buildings or structures shall not exceed fifteen (15) feet in height unless an increased height is approved by the Planning Commission after review of a conditional use application filed by the property owner. No fee shall be assessed for such application.

(h) Accessory buildings on lots greater than ½ acre in size shall meet the setback and height requirements of the underlying zone in which they are located.

#### **11-12-100 Design Standards.**

(a) Individual Lots. Individual lots in Conservation Subdivisions shall be laid out pursuant to the dimensional standards set forth herein. Except as otherwise provided for herein, individual residential lots shall not encroach upon or contain any of the required minimum designated conservation land for the Subdivision or any constrained or sensitive lands, as defined herein.

(b) Buffer from Road. All new dwellings shall be arranged and located a minimum of eighty (80) feet from all external roads with a functional classification higher than a local street.

(c) Views of Houselots. Views of houselots from exterior roads and abutting properties shall be minimized by the use of changes in topography, existing vegetation, or additional landscaping which meets the City's landscaping requirements for residential subdivisions.

(d) Access. Houselots shall be accessed from interior streets, rather than from roads bordering the tract.

(e) Abut Conservation Lands. At least half of the lots shall directly abut conservation land or face conservation land across a street.

(f) **Conservation Lands.** Standards pertaining to the quantity, quality, configuration, use, permanent protection, ownership, and maintenance of the conservation land within a Conservation Subdivision shall be complied with as provided herein.

(g) **Constrained and Sensitive Lands.** Restrictions and regulations regarding the preservation, protection, ownership and maintenance of constrained and sensitive lands within a Conservation Subdivision shall be complied with as provided herein.

#### **11-12-110 Conservancy Lots.**

(a) **Conservancy Lots.** Conservation land and constrained and sensitive land may be included within individual residential lots in limited circumstances when such areas can be properly protected and preserved in accordance with the intent and purpose of this Chapter. Such lots shall be known and referred to as “Conservancy Lots” and must be approved by the City in conjunction with the subdivision approval.

(b) **Minimum Conservancy Lot Size.** The minimum acreage required for any Conservancy Lot containing conservation land shall be determined in accordance with the following chart:

Zone	Yield Plan Lot Size	Minimum Lot Size for Conservancy Lots Containing Conservation Land	
		Large Subdivisions *	Small Subdivisions
R	8,000 s.f.	1.5 acre (60,000 s.f.)	One conservancy lot not meeting minimum lot standards referred to herein for conservancy lots may be approved at the discretion of the City Council.
LR	10,000 s.f.	2.0 acre (80,000 s.f.)	
S	15,000 s.f.	2.5 acre (100,000 s.f.)	
LS	20,000 s.f.	3.0 acre (120,000 s.f.)	
AE	½ acre	4 acre	
A	1 acre	5 acre	
AA	5 acre	10 acre	
* Large subdivisions means those developments where 80% of the required conservation land is equal to or exceeds the minimum required lot size referenced herein for conservancy lots.			

(c) Regulations. Conservation land and constrained and sensitive land within a Conservancy Lot shall remain subject to all regulations and requirements for such land as set forth herein, including, but not limited to, use, design, maintenance, ownership and permanent protection.

**11-12-120 Use Regulations.**

(a) Subdivision. Subject to use and development restrictions of constrained and sensitive lands as set forth herein, land within Conservation Subdivisions may be used for the following purposes:

- (1) Permitted Uses. Any uses permitted in the relevant zone.
- (2) Conservation Land. Conservation land, subject to the use and development restrictions of conservation land as set forth herein.
- (3) Accessory Uses. Any permitted accessory uses as provided in the relevant zoning regulations.

(b) Conservation Land. Conservation land may be used for the following purposes:

- (1) Permitted Uses. The following uses are permitted in conservation land areas:
  - (A) Conservation of open land in its natural state; *e.g.*, meadow, grassland, tree stands, farmland, etc.
  - (B) Agricultural and horticultural uses, including raising crops or Class “B” livestock and associated buildings that support an active, viable agricultural or horticultural operation, excluding commercial livestock operations involving swine, poultry, and mink.
  - (C) Pastureland for sheep, cows and horses.
  - (D) Equestrian facilities for Class “B” animals.
  - (E) Underground utility easements for drainage, access, sewer or water lines, or other public purposes.
  - (F) Above-ground utility and street rights-of-way may traverse conservation land if permitted under City Ordinances; provided, areas encumbered by such facilities and/or rights-

of-way shall not be counted towards the minimum required conservation land for the Subdivision.

- (2) Conditional Uses. The following uses shall be considered as conditional in conservation land areas:
  - (A) Agricultural uses, not otherwise permitted; including Class “C” Animals, but excluding commercial livestock operations involving swine, poultry and mink.
  - (B) Wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations.
  - (C) Silviculture, in keeping with established standards for selective harvesting and sustained-yield forestry.
  - (D) Neighborhood open space uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses specifically excluding motorized off-road vehicles, rifle ranges, and other uses similar in character and potential impact.
  - (E) Active non-commercial recreation areas, such as playing fields, playgrounds, courts, and bikeways.
  - (F) Golf courses, not including miniature golf.
  - (G) Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the conservation land.
  - (H) Fencing, when deemed necessary and appropriate for the particular use, condition, purpose and/or location of the conservation land.
- (3) Prohibited Uses. Except as otherwise approved and permitted by the City as a permitted or conditional use in conjunction with the Conservation Subdivision approval, the following uses shall be considered prohibited in conservation land areas:
  - (A) Any residential, commercial or industrial activity;

- (B) Any development, construction or location of any man-made modification or improvements such as buildings, structures, roads, parking lots, or other improvements;
- (C) Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the property;
- (D) Any dumping or storing of ashes, trash, garbage or junk;
- (E) Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes;
- (F) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the property and/or utility facilities within the property;
- (G) Hunting or trapping for any purpose other than predatory or problem animal control;
- (H) Advertising of any kind or nature and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized use of the same;
- (I) Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses;
- (J) The change, disturbance, alteration, or impairment of significant natural ecological features and values of the property or destruction of other significant conservation interests on the property;
- (K) The division, subdivision or de facto subdivision of the property;
- (L) Changing the topography of the property by placing on it any soil, dredging spoils, land fill, or other materials,

except as necessary to conduct specific permitted purposes;  
and

- (M) All other uses and practices inconsistent with and detrimental to the stated objectives and purpose of the easement.

(c) Constrained and Sensitive Lands. No development or residential uses shall be permitted within constrained and sensitive lands.

#### **11-12-130 Conservation Land Design Standards.**

Designated conservation land within a Conservation Subdivision shall meet the following standards:

(a) Significant Areas and Features. Conservation land should include the most unique and sensitive resources and locally significant features of the property within the Subdivision such as meadows, grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmlands, wildlife corridors and/or habitat, historic buildings and/or sites, archeological sites, cultural features, green space, scenic views, etc.

(b) Contiguous Land. Conservation lands within a development shall be contiguous to provide for large and integrated open space areas within the Subdivision. Non-contiguous parcels of conservation lands may be approved by the City during plat approval process upon a finding that such exception is necessary and/or desirable based upon consideration of the size of the project, the size of the conservation parcels, the types of features and resources included within the conservation lands, and other relevant considerations. Long thin strips of conservation land (less than one hundred (100) feet wide) are prohibited, unless approved by the City during plat approval process upon a finding that such configuration of the conservation land is necessary and/or desirable to connect other significant areas, to protect linear resources such as streams or trails, or to provide a buffer.

(c) Open Space Network Connection. Conservation land within a Conservation Subdivision shall be designed and laid out as part of a larger continuous and integrated open space system in general accordance with the Farmington Resource and Site Analysis Plan to ensure that an interconnected network of open space will be provided throughout the City.

(d) Visibility. Conservation land shall be located and designed within the Conservation Subdivision to add to the visual amenities of neighborhoods and to the surrounding area by maximizing the visibility of internal open space. Such enhanced visibility of conservation land may be accomplished through design and location of such

open space as terminals at the ends of streets or along “single-loaded” street segments, particularly along the outside edges of street curves, and by maximizing the visibility of external open space as perimeter “greenbelt” conservation land.

(e) Resource Uses. A substantial amount of the minimum required conservation land may be devoted to active resource uses such as agriculture, horticulture, or equestrian uses; provided, at least twenty percent (20%) of the minimum required conservation land remains available for the common use and enjoyment of the subdivision residents or the public.

(f) Recreational Uses. A substantial amount of the minimum required conservation land may be comprised of active recreation facilities such as playing fields, golf courses, tennis courts, etc., exclusive of parking lots; provided, at least twenty percent (20%) of the minimum required conservation land remains available for common use and enjoyment of the subdivision residents or the public.

(g) Buffering. Conservation land shall be designed to provide buffers and to protect scenic views as seen from existing roadways and from public parks. Where the proposed development abuts a national forest or other public park, open space, wildlife sanctuary or preserve, a natural greenway buffer at least fifty (50) feet wide shall be provided within the development along its common boundary with said land, within which no new structures shall be constructed, nor shall any clearing of trees or understory growth be permitted (except as may be necessary for street or trail construction or fire safety). Where this buffer is unwooded, the City may require vegetative screening to be planted at developer’s sole cost and expense and/or that the buffer be managed to encourage natural forest succession through ‘no-mow’ policies and the periodic removal of invasive alien plant and tree species.

(h) Pedestrian Access. Developer shall provide adequate pedestrian access to conservation land which is open to public or resident use.

(i) Maintenance Access. Developer shall provide sufficient maintenance access to all conservation land and constrained and sensitive lands within the Conservation Subdivision.

(j) Landscaping. All conservation land that is not wooded, farmed, or maintained as conservation meadows, grassland, or other approved open space, shall be landscaped at developer’s sole cost and expense in accordance with landscaping requirements for subdivisions.

#### **11-12-140 Permanent Protection of Conservation Lands.**



(a) Conservation Easement. All conservation land shall be permanently restricted from future development by a conservation easement or other method of protection and preservation acceptable to the City. Under no circumstances shall any development be permitted in the conservation land at any time, except for those permitted or conditional uses listed herein and approved in conjunction with the Conservation Subdivision. All conservation easements, or other acceptable method of protection and preservation of the conservation land within a Conservation Subdivision, shall be approved by the City and recorded prior to or concurrent with the recording of the final plat for the Conservation Subdivision.

(b) Terms and Conditions. All conservation easements, or other acceptable method of protection and preservation of the conservation land within a Conservation Subdivision, shall be in substantially the same form as the standard conservation easement form provided by the City and shall include, at a minimum, the following terms and/or conditions:

- (1) legal description of the easement;
- (2) description of the current use and condition of the property;
- (3) permanent duration of easement;
- (4) permitted and conditional uses;
- (5) prohibited development and/or uses;
- (6) maintenance responsibilities and duties; and
- (7) enforcement rights and procedures.

(c) Grantee. Unless otherwise approved by the City, the grantee of a conservation easement shall consist of one of the following acceptable entities which entity shall be qualified to maintain and enforce such conservation easement: land trust, conservation organization or governmental entity. The City may, but shall not be required to, accept, as grantee, a Conservation Easement encumbering conservation lands within a Conservation Subdivision, provided there is no cost of acquisition to the City for the easement and sufficient access to and maintenance responsibilities regarding the conservation land are provided.

#### **11-12-150 Ownership of Conservation Lands.**

(a) Undivided Ownership. Unless otherwise approved by the City and subject to the provisions set forth in this Chapter, the underlying fee ownership of the conservation land shall remain in single ownership and may be owned and maintained by one of the following entities: homeowners' association, land trust, conservation organization, governmental entity, or private individual.

(b) Property subject to a conservation easement, or other acceptable method of protection and preservation, shall not be subdivided.

(c) Owners' Association. Conservation land may be held in common ownership by a condominium homeowners' or other acceptable owners' association, subject to all of the provisions for owners' associations set forth in State regulations and the City's Subdivision regulations. In addition, the following regulations shall be met:

- (1) A description of the organization of the proposed association, including its by-laws, and all documents governing ownership, maintenance, and use restrictions for conservation land, including restrictive covenants for the Subdivision, shall be submitted by the developer with the Preliminary Plat application.
- (2) The proposed association shall be established and operating (with financial subsidization, if necessary) prior to or concurrent with the recording of the Final Plat for the Subdivision.
- (3) Membership in the association shall be mandatory for all purchasers of property within the Subdivision and their successors in title.
- (4) The association shall be responsible for maintenance and insurance of conservation land.
- (5) The by-laws of the association and restrictive covenants for the Subdivision shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in dues. Such dues shall be paid with the accrued interest before the lien may be lifted.
- (6) Written notice of any proposed transfer of conservation land by the association or the assumption of maintenance for the conservation land must be given to all members of the association and to the City no less than thirty (30) days prior to such event.
- (7) The association shall have adequate staff to administer, maintain, and operate such conservation land.

**11-12-160 Maintenance of Conservation Lands.**

(a) Costs. Unless otherwise agreed to by the City, the cost and responsibility of maintaining conservation land shall be borne by the owner of the underlying fee of the conservation land.

(b) Plan. The developer shall submit a Maintenance Plan providing for and addressing the means for permanent maintenance of the conservation land within the proposed Conservation Subdivision with the Preliminary Plat application for the Subdivision. The Maintenance Plan shall provide the following:

- (1) The Plan shall define ownership.
- (2) The Plan shall establish necessary regular and periodic operation and maintenance responsibilities for the various kinds of open space (*e.g.*, lawns, playing fields, meadow, pasture, wetlands, stream corridors, hillsides, cropland, woodlands, etc.).
- (3) The Plan shall estimate staffing needs, insurance requirements, and associated costs, and define the means for funding the maintenance of the conservation land and operation of any common facilities on an on-going basis. Such funding plan shall include the means for funding long-term capital improvements as well as regular yearly operating and maintenance costs.
- (4) At the City's discretion, the applicant may be required to escrow sufficient funds for the maintenance and operation costs of common facilities for up to one year.

(c) Approval. The Maintenance Plan must be approved by the City prior to or concurrent with Final Plat approval for the Subdivision. The Maintenance Plan shall be recorded against the property and shall include provisions for the City's corrective action rights as set forth herein. Any changes or amendments to the Maintenance Plan shall be approved by the City.

(d) Failure to Maintain. In the event that the organization established to maintain the conservation land and the common facilities, or any successor organization thereto, fails to maintain all or any portion thereof in reasonable order and condition, the City may assume responsibility, as a right but not an obligation, for maintenance, in which case any escrow funds may be forfeited and any permits may be revoked or suspended.

(e) Corrective Action. The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property owner and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the County Recorder's office. The Maintenance Plan and all other documents creating or establishing any association or conservation organization for the property shall

reference the City's corrective action authority set forth herein and shall be recorded against the property.

Formerly "Residential Zone R-22", repealed 4/1/92, Ord. 92-08  
Recodified as "Multiple Family Residential Zones", 4/15/92, Ord. 92-14  
Chapter 12 Amended, 12/8/93, Ord. 93-44  
11-12-106 Amended, 3/2/94, Ord. 94-12  
11-12-104(1) Amended, 4/19/95, Ord. 95-15  
Recodified from Chapter 12 to Chapter 13, 4/21/99, Ord. 99-19  
New Chapter 12 Adopted, 4/21/99, Ord. 99-21  
Chapter 12 Amended and Recodified, 10/17/01, Ord. 2001-38  
Amended - 4/19/06 11-12-090 (f) Yard Regulations  
Amended 11-12-090(f) & enacted 11-12-090(g) & (h); 10/3/06 Ord. 2006-68  
Amended 11-12-090(f)(1) & 11-12-090 (f)(5) 08/18/2011 Ord. 2011-10  
Enacted 11-12-068 Fee in Lieu; Conservation Land Dedication 05/17/2011 Ord. 2011-10

## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

**S U B J E C T: Temporary Zoning Regulations for Demolition Permits**

### **ACTION TO BE CONSIDERED:**

Approve the enclosed Ordinance enacting temporary zoning regulations regarding demolitions.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: January 8, 2013

SUBJECT: **TEMPORARY ZONING REGULATIONS**

### RECOMMENDATION

Approve the enclosed Ordinance enacting temporary zoning regulations regarding demolitions.

### BACKGROUND

City staff is in the process of drafting an ordinance for consideration by the Planning Commission and City Council regarding the issuance of demolition permits. The temporary zoning regulations are limited only to Historic Resources on the Farmington Historic Sites List and the Farmington Historic Landmarks Register. Accordingly, Historic Resources must be set forth on an actual "list" or "register" and meet the following criteria and minimum requirements as per Section 11-39-104 of the Zoning Ordinance [note: some erroneously think that all homes over 50 years old are automatically an Historic Resource, but this is not correct—a structure must also meet minimum requirements].

#### Historic Resource

##### Criteria:

- (1) It is located within the official boundaries of the City; and
- (2) It is at least fifty (50) years old; and
- (3) There are no Major Alterations or additions that have obscured or destroyed the significant historic features.

### Minimum Requirements

- (1) Rate an “A” or “B” on a professional Reconnaissance Level Survey;
- (2) Are deemed “A” or “B” by the Historic Preservation Commission (for properties outside of a surveyed area);
- (3) Any Historic Resource that does not meet the “A” or “B” criteria established by the National Register of Historic Places, but is of exceptional importance to Farmington’s history; or
- (4) Any Historic Resource that has undergone Major Alterations or has been destroyed. Markers may be placed on these sites with City Council approval.

The draft ordinance will not attempt to strike a balance between the rights of a property owner regarding the demolition of a structure vs. the rights of adjacent property owners in any ascertained loss of property value resulting from such demolition and possible deterioration of a neighborhood, but rather it will provide a process where both groups will have the opportunity to have their voices heard in a public setting—it is proposed that such decisions will not be left to staff. Likewise, the draft will propose that the Historic Preservation Commission offer recommendations only regarding Historic Resources on the Historic Sites List.

The ordinance should be considered by the Planning Commission on January 31<sup>st</sup> and shortly thereafter by the City Council. Therefore, the temporary regulations need not be in place for very long.

Respectively Submitted



David Petersen  
Community Development Director

Review and Concur



Dave Millheim  
City Manager

**FARMINGTON, UTAH**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING TEMPORARY ZONING REGULATIONS PERTAINING TO THE ACCEPTANCE OF CERTAIN SPECIFIED DEMOLITION PERMIT APPLICATIONS REGARDING ANY HISTORIC RESOURCE ON THE FARMINGTON HISTORIC SITE LIST AND/OR THE FARMINGTON HISTORIC LANDMARK REGISTER.**

**WHEREAS**, the Farmington City Council has previously adopted various different zoning requirements and regulations which allow for the designation, preservation, restoration, re-use, etc. of Historic Resources as defined by Chapter 39 of the Zoning Ordinance within the City; and

**WHEREAS**, the City Council desires to make a thorough study and review of its current City Ordinances to assure that appropriate regulations regarding the demolition of Historic Resources on the Farmington Historic Site List and/or the Farmington Historic Landmark Register; and

**WHEREAS**, to accomplish the aims and objectives of the City Council, City staff needs further time to study possible regulations regarding the demolition of Historic Resources and to develop and recommend appropriate amendments to the existing Land Use Ordinances of the City; and

**WHEREAS**, the City is authorized by law to enact ordinances establishing temporary zoning regulations for all or any part of the City as more fully set forth herein; and

**WHEREAS**, the City Council specifically finds that there are compelling reasons for the review of the noted ordinance provisions and the City Council further finds that the interests to be addressed by these Temporary Zoning Regulations represent compelling, countervailing public interest;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Enactment.** The following Ordinance is hereby enacted and adopted to read in its entirety as follows:

**Title.** This Ordinance shall take effect without codification and may be cited as the “2013 Demolition Temporary Zoning Regulations Ordinance” of Farmington City.

**Findings.** The Farmington City Council hereby finds that the health, safety, welfare and convenience of the public and the residents of Farmington City will be promoted and enhanced by adopting this Ordinance imposing temporary regulations governing the acceptance and processing of land use, building, and business license applications regarding the demolition of Historic Resources on the Farmington Historic Sites List and/or the Farmington Historic



Landmark Register. The City Council hereby finds that such restrictions are necessary and desirable to promote proper land use and development balance within the City and to allow for adequate and necessary study to address issues relating to the appropriate regulations and process regarding the demolition of Historic Resources within the City. In order to accomplish the foregoing objective and matters related thereto, it is essential and mandatory that adequate time be provided to complete study, evaluation, planning and review with regard to the Zoning Ordinance and other development regulations and procedures of the City.

**Temporary Regulations.**

a. **Restrictions on Application Acceptance and Processing.** No new applications for a demolition permit, including but not limited to conditional use approval, site plan approval, building permit or business license shall be accepted and processed for any Historic Resource on the Farmington Historic Sites List and/or the Farmington Historic Landmark Register during the term of this Ordinance.

b. **Scheduled Hearings.** Any matters referenced in subparagraph (a) which are presently scheduled for hearing as of the date hereof will be heard on the dates previously noticed and scheduled for such hearing.

c. **Term.** This Ordinance shall remain in effect for six (6) months from its effective date unless sooner terminated by action of the City Council.

**Section 2. Conflict.** To the extent of any conflict between this Ordinance and any other Farmington City Ordinances, Resolutions or regulations, the provisions of this Ordinance shall be controlling. This Ordinance is not intended to amend or repeal any other Farmington City Ordinances, Resolutions or regulations.

**Section 3. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 4. Effective Date.** For the preservation of public safety and welfare, this Ordinance shall take effect immediately upon passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.**

**FARMINGTON CITY**

ATTEST:

\_\_\_\_\_  
Holly Gadd  
City Recorder

By: \_\_\_\_\_  
Scott C. Harbertson  
Mayor

## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

**S U B J E C T: Reimbursement from Transportation Impact Fees for Station Parkway  
Right of Way**

### **ACTION TO BE CONSIDERED:**

By motion, authorize staff to reimburse the Haws Companies (THC) \$255,013 from transportation impact fees for right of way associated with Station Parkway.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Dave Millheim.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

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MAYOR

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JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: December 27, 2012

SUBJECT: **REIMBURSEMENT FROM TRANSPORTATION FEES FOR STATION PARKWAY RIGHT OF WAY**

### RECOMMENDATION

By motion, authorize staff to reimburse The Haws Companies (THC) \$255,013 from transportation impact fees for right of way associated with Station Parkway.

### BACKGROUND

We have been reviewing the Road to the North Agreement, dated September 19, 2008 to audit if the City and the developer have performed on all the requirements contained therein. Paragraph 7.1 of that agreement (copy attached) required that the City pay \$12 per square foot for road right of way associated with Station Parkway. The total right of way credit to THC for the purchase of that right of way was \$796,506. To date the city has paid THC \$541,493 leaving a balance of \$255,013. The City is supposed to be reimbursing the credit balance on a quarterly basis from transportation impact fees collected. This has not done so because until recently there were few large development projects from which we were collecting large transportation impact fees. Nevertheless, the City needs to follow the agreement requirements. Upon auditing transportation impact fees collected between October 2009 through September 2012, we determined we have collected \$1,400,147 (mostly from the larger west side development projects). With the payment of the balance owed, THC will have been paid in full for the right of way obligations and will no longer be eligible for any future credits. Two things should be emphasized at this point. The first is by clearing the City of this obligation, any future impact or development fees associated with THC projects will be owed when due and not subject to the credit method as outlined in paragraph 7.1. Secondly, credits like these sometimes can get cities in trouble in that there is great temptation when another pressing transportation project comes along that we would use fees collected (earmarked in this case) for purposes other than intended. This is not allowed under the impact fee act and we want to remove the temptation.

As a related reminder, the City Council has already directed staff to work with CRS in getting additional design work done for portions of Station Parkway. This is being done so that we may complete the construction to its full width at least to portions just north of Red Bane Lane for areas that are being considered with current development proposals.

A copy of this staff report was provided to THC so they can plan accordingly.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Dave Millheim", followed by a horizontal line.

Dave Millheim  
City Manager

is hereby granted a temporary construction easement to enter onto the Right-of-Way Property and perform such Improvements, which easement shall include all necessary rights of access, ingress, and egress.

In the event that either Party desires to make any changes to the Plans at any time after such Plans are originally approved by both Parties, then the Party proposing the change (the "Proposing Party"), at its sole cost and expense, shall revise the Plans and deliver such proposed revisions to the other Party (the "Other Party") for approval, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, notwithstanding anything contained herein to the contrary, in no event shall (i) any of the Project Access Points, (ii) the location or size of the Park Lane Intersection, or (iii) the size, dimensions, location, capacity or other specifications of any infrastructure improvements referred to in Section 4.2 above be changed or revised without the consent of Developer, which consent shall not be unreasonably withheld. Only upon the written approval by the Other Party shall any change requested by the Proposing Party actually be incorporated into the Plans. The Proposing Party shall be responsible for any and all costs associated with the change to the Plans.

Developer shall have the right to inspect and/or review the City's construction work at reasonable times and upon notice to the City. After construction of the Improvements is complete, the City shall provide Developer with written notice of same. Developer shall then have the right to inspect the Improvements to confirm all such Improvements have been constructed in accordance with the Plans (as may be mutually modified by the Parties as set forth above).

## 7. Impact Fee Credit.

7.1 Credit Against Fees. The City hereby agrees that, provided Developer makes the Dedication of the Right-of-Way Property, Developer shall be given impact fee credit for the value of the entire length of the Right-of-Way Property dedicated in excess of fifty-five feet (55') in width (currently anticipated to be approximately twenty-five feet (25')) (the "Excess Property") times Twelve Dollars (\$12.00) per square foot (the "Credit"). In the event the value of the Excess Property exceeds the impact fees for the development of the Developer Property, then the City shall pay the difference to Developer. Where authorized and permitted by law, a transportation impact fee will be assessed and collected by the City at the times designated by the City. The fees shall be determined by the City based on a capital facilities plan adopted or to be adopted by the City for the applicable service area which includes the Property together with an impact fee analysis as required under the Impact Fee Act of Utah. In the event any law or court decision hereafter prohibits, limits, or eliminates impact fees, the City shall not be obligated to assess or collect any impact fees other than those authorized by the then existing law and/or any applicable court decision(s). Subject to the foregoing, the City will reimburse or credit Developer on a quarterly basis for the Excess Property, as valued above, by remitting to Developer one-half of the transportation impact fees which may be collected hereafter by the City on lands located in the City within the service areas designated herein which are served by the system improvements described in paragraph 2 which are installed and/or constructed by Developer. In the event the City is obligated to make other expenditures for system improvements or reimbursements for impact fees collected, fifty percent (50%) of the impact fees collected, net of direct expenditures, shall be divided by the City among the outstanding

system improvement agreements in proportion to the original amounts due. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any reimbursement to the Developer until the above-referenced impact fees from the Property or lands located within the applicable service area are actually received by the City. The City shall not be obligated to pay interest to the Developer on amounts reimbursed from or credited against impact fees. Developer hereby agrees to accept those above-referenced impact fees actually collected by the City and/or credited to Developer as provided herein as full and final reimbursement and satisfaction of all sums due to Developer from the City and hereby agrees to hold the City and its officers, employees, agents and representatives harmless for any amounts claimed by Developer for reimbursement in the event the City is unable to collect the aforesaid impact fees. Impact fees reimbursed hereunder to Developer shall be solely for the purposes for which such fees were collected.

In the event the assessed impact fees exceed the value of the Excess Property, Developer shall pay the difference due in transportation impact fees in a manner mutually agreed upon by the parties, such agreement not to be unreasonably withheld. Nothing herein shall be construed as a waiver for any other impact fee imposed by the City or any other governmental entity. It is the specific intent of the Parties that the Excess Property and its value be given to the City in lieu of, and not in addition to, any and all such payments, fees, or other costs or expenses up to the amount of the Credit, and that any transportation impact fees exceeding the Credit shall be paid.

7.2 Reimbursement. To the extent that any public improvement is constructed on any portion of the Property which would benefit other property owners, including any utilities paid for by Developer in any public right of ways, the City will require owners of the benefitted properties that develop, subdivide or apply for building permits to pay to the City the proportionate share of the cost of the improvements set forth in Section 6, in an amount to be cooperatively determined by Developer and City, prior to granting development or subdivision approval or issuing building permits. The proportionate share shall be determined by the Parties based upon consideration of the street frontage, parcel size, and other relevant factors of each respective benefitted property all as set forth in Exhibit B attached hereto. "Pioneering agreements" or other similar agreements may be used by the Parties to effectuate the reimbursements described in this Agreement. The funds collected shall be paid by the City to the Developer.

8. Project Master Plan Approval. Prior to any development of any portion of the Property, the general development and configuration of the entire Property shall be described and depicted on a Project Master Plan (the "PMP") provided by Developer to the City. Upon any submittal by Developer of the PMP for the Property, the City hereby agrees to work and cooperate with Developer in good faith to approve same. The PMP for the Property shall be reviewed and approved by the City pursuant to, and subject to the standards of, the terms and provisions of the Zoning Ordinance in effect as of the submittal of the PMP application.

9. Site Plan Approval. Prior to any development of any specific portion of the Property, the specific development and configuration of the Property (or applicable portion thereof) shall be described and depicted on a site plan ("Site Plan"), which Site Plan shall be substantially based on, and in substantial accordance with, the approved PMP for the Property. Developer may develop the Property in sections, stages or phases and different Site Plans may be



# FARMINGTON CITY

**SCOTT C. HARBERTSON**  
MAYOR

**JOHN BILTON**  
**NELSEN MICHAELSON**  
**CORY R. RITZ**  
**JIM TALBOT**  
**JAMES YOUNG**  
CITY COUNCIL

**DAVE MILLHEIM**  
CITY MANAGER

December 20, 2012

The Haws Companies  
1200 W Red Barn Lane  
Farmington UT 84025

RE: Reimbursement for transportation impact fees for the right-of-way of Station Parkway.

Enclosed is a check for the reimbursement of the right-of-way for Station Parkway. According to the Road to the North Agreement, paragraph 7.1, the City is to reimburse the transportation impact fees to you over time. The City reimbursed the impact fees from the Park Lane Commons Apartments in June of 2011. The remainder amount of \$255,013.00 is enclosed from the impact fees the City has collected.

This will pay all the reimbursement that is owed from the transportation impact fees.

Please call if you have any questions or concerns.

Sincerely,



Keith Johnson  
Assistant City Manager

cc: Agreement File

Haws Development  
 Reimbursement for Transportation Impact fees for  
 Station Parkway Road

Total Right of Way Credit from Transportation Impact Fees	<u>796,506</u>
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		<u>Balance</u>
June 2011 Park Lane Commons Apts. Reimbursement	541,493	255,013
Oct 2009 to Sept. 2012		
Transportation Impact Fees Collected	1,400,147	
1/2 of those fees	700,074	
Amount due for remainder balance of fees owed to Haws	<u>255,013</u>	<u>0</u>



## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

### **S U B J E C T: Minute Motion Approving Summary Action List**

1. Approval of Minutes from December 18, 2012
2. Ratification of Approval of Storm Water Bond Log
3. Rice Farms Estates Phase 6 Improvements Agreement
4. Hunters Creek Phase 4B Improvements Agreement
5. Re-Approval of Final Plat for Arendal Manor Subdivision
6. Bluereview Software Subscription Agreement
7. Final Plat for Hunters Creek Phase 4B Subdivision
8. Appointment of City Council Members to Various Committees

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

## FARMINGTON CITY COUNCIL MEETING

December 18, 2012

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### **WORK SESSION**

*Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Finance Director Keith Johnson, Community Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey*

### **Review and Acceptance of Audit Report**

**Michael Ulrich** from Ulrich & Associates presented information regarding the annual audit. He reported that revenues were \$150,000 higher than budgeted and expenditures and transfers were \$280,000 less than budgeted, and the fund balance is under the 18% limit required by the State. The most substantial change was increased sales taxes revenue (20%) during the fiscal year. The ambulance and recreation funds did not cover operating expenses with operating revenue. There were no items of concern, and employee approval remains high.

### **Minute Motion Approving Summary Action List**

1. Approval of Minutes from the December 4, 2012 meeting
2. Agreement with LeeAnn Lawson – Janitorial Services for the Public Works Building
3. Request for the Kimoto Boundary Adjustment
4. Minor Plat for the Oakwood Estates Phase 5 Subdivision
5. Release of Temporary Open Space Easement and consideration of permanent Open Space Easement for Oakwood Estates
6. Re-Approval of Final Plat for Arendal Manor Subdivision

The **Mayor** said Item #6 is not ready and will need to be pulled from the List, and Item #5 will be discussed separately.

### **Replacement Process for City Council Vacancy**

**Mayor Harbertson** and **Dave Millheim** reviewed the procedure which will be used during the regular session to choose a replacement for the City Council vacancy.

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### **REGULAR SESSION**

*Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Jim Talbot, and Jim Young, City Manager Dave Millheim, Community Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Youth City Council Members Jarom Barnes and Sarah Barfuss were also in attendance.*

### **CALL TO ORDER**

**Roll Call (Opening Comments/Invocation/Pledge of Allegiance)**

**Mayor Harbertson** began the meeting at 7:00 p.m., welcomed those in attendance, and offered the invocation. The Pledge of Allegiance was led by local Girl Scout **Hannah Polomares**.

**PRESENTATION OF PETITIONS AND REQUESTS**

**Review and Acceptance of Audit Report**

**Michael Ulrich**, Ulrich & Associates gave a brief report of the CAFR (Comprehensive Annual Financial Report) for Farmington City FY 2012. The **Mayor** stated that he feels very confident about the future of Farmington City.

***Motion:***

**John Bilton** made a motion to accept and approve the audit report for the Fiscal Year 2012. The motion was seconded by **Cory Ritz** and approved by Councilmen **Bilton, Ritz, Talbot** and **Young**.

**Meadow View Reimbursement Agreement**

**David Petersen** said this is a 19-lot subdivision west of Farmington Ranches, and the developer will be required to pay any remaining fees due to the City—including impact fees—when the final plat is recorded. A certain portion of the various fees are system improvements and may qualify for reimbursement or credits from the City. He briefly reviewed the three different cost estimates included in Exhibit B of the Agreement.

***Motion:***

**John Bilton** made a motion to approve the Reimbursement Agreement for the Meadow View Subdivision subject to the condition that land costs set forth in Exhibit B are changed to reflect actual costs for conservation land, and the system improvements identified in Exhibit B must be consistent with local and state regulations established for impact fees. **Jim Talbot** seconded the motion which was approved by Councilmen **Bilton, Ritz, Talbot** and **Young**.

**SUMMARY ACTION**

**Minute Motion Approving Summary Action List**

1. Approval of Minutes from the December 4, 2012 meeting
2. Agreement with LeeAnn Lawson – Janitorial Services for the Public Works Building
3. Request for the Kimoto Boundary Adjustment
4. Minor Plat for the Oakwood Estates Phase 5 Subdivision
5. Release of Temporary Open Space Easement and consideration of permanent Open Space Easement for Oakwood Estates
6. Re-Approval of Final Plat for Arendal Manor Subdivision

***Motion:***

**Jim Young** made a motion to pull Items #5 and #6 from the Summary Action List to discuss Item #5 separately and table Item #6. The motion was seconded by **Cory Ritz** and approved by Councilmen **Bilton, Ritz, Talbot** and **Young**.

**Release of Temporary Open Space Easement and consideration of permanent Open Space Easement for Oakwood Estates**

**David Petersen** explained that several years ago the preliminary plat and development agreement for this Subdivision were approved. Both documents were recently amended, and the City granted a waiver of open space which dramatically reduced the amount of open space required for the Subdivision. The developer is now ready to record lots in the area which are encompassed by portions of the old open space, and the City must release the old temporary open space easement.

***Motion:***

**John Bilton** made a motion to approve the Oakwood Estates Release of Temporary Open Space Easement Agreement and Open Space Easement Agreement (for a smaller area to be preserved as open space permanently subject to the terms of said Agreement) contingent upon the previously approved Waiver and the condition that these Agreements will be recorded with the Final Plat. **John Bilton** seconded the motion which was approved by Councilmen **Bilton, Ritz, Talbot** and **Young**.

**NEW BUSINESS**

**Replacement Process for City Council Vacancy**

**Mayor Harbertson** said a Council member must have a strong desire to serve and make an impact, and a high level of commitment is required. There are two regular meetings each month, Town Hall and various committee meetings, and community events. Residents often call and send emails and texts expressing ideas, questions, and complaints, and each issue must be studied in depth. He said each applicant will have 3 minutes to speak, and he asked the applicants to state whether or not they would run for office following the appointed term.

**Bryce Davidson**, 40 North 325 East, moved to Farmington when he was four years old. He has a desire to serve as a City Council Member and would run for office if he was chosen to fill the position. He currently has no plans to develop property in Farmington.

**Charles Gerace**, 1348 Paddock Drive, grew up in California but moved to Utah 24 years ago and has lived in Farmington for 7 years. He would like to help manage growth and plans to run for election if he is chosen. He is involved in business and sales and when asked if he has public service or community involvement experience, he said he has been a volunteer.

**G. Bret Gallagher**, 1737 Sweetwater, moved to Farmington 14 years ago and is at a point in his life where he would like to give back. He works in advertising/marketing and

strives daily to overcome obstacles and come up with creative and different solutions. If he were selected for this one-year term, he would run for office.

**Cindy Roybal**, 1267 West 1875 North, has lived in Farmington for 24 years. She enjoys working with people, worked as a paralegal for 15 years, served on the Planning Commission for several years and was involved in creating the City's Master Plan. She would run for office if appointed to the City Council.

**Scott Isaacson**, 441 South 1100 West, has lived in Farmington for 8 years. He has worked as an attorney for 30 years and recently worked in South America for the LDS Church for five years. If appointed for the one-year term, he would run for office.

**Randal Hillier**, 122 South 300 East, has lived in Farmington for 7 years. He served for five years on the Planning Commission and is familiar with the decisions and issues that the City faces. He works for Salt Lake City and deals with government, budget, policy and debt issues. If he was appointed to this position he would run for office.

**Noel Erasmus**, 506 Greystone Drive, said he is impressed and proud to be part of so many people who are willing to serve. He has expertise in business management and would run for office if he was selected. If not, he will look for other opportunities to serve.

**Christopher Hansen**, 1743 North Grand View Drive, said he is planning to run for office in the fall of 2013. He has lived in Farmington for 9 years and feels that now is the time for him to serve on the City Council.

**David Stringfellow**, 2068 Sharpshooter Court, said he would run for office if he were selected. Government is important at all levels. He is a budget expert and works as an economist in the Governor's office. Policy making is a brutal business, but he is able to remain positive when dealing with tough situations.

**Douglas Wayment**, 953 South 250 East, has lived here for 4 years and serves on the Farmington Elementary Community Council. He is looking for additional opportunities to give back to the community, but he is not interested in running for office. He has a background in business dealing with a \$10 million budget.

**Steve Andersen**, 671 Somerset Street, is grateful to live in Farmington. He served on the Planning Commission for four years and on the SPARC committee which assisted in the development of the City's TMU zone. He has extensive work experience as a business executive and would run for office if selected.

**D. Kevin Poff**, 555 North 100 East, has always enjoyed public service. He served on the Planning Commission and his strengths were the ability to see all sides of an issue and offer a different perspective. He is prepared to serve for one year but is unsure about running for office.

**Jason Williams**, 1586 Saddlehorn Circle, has lived here for 10 years and is a senior manager at a regional bank. He is currently Chairman of the Eagle Bay Elementary Community Council. He is a proven leader and plans to run for office next year.

**SueAnn Phillips**, 340 South 1525 West, has been a volunteer in Farmington for many years in Farmington: pioneer home, summer musicals and parade, dinner theatre, leisure services board and Miss Farmington pageant. She chooses her words carefully, works well with the press, and is familiar with deadlines and criticisms and would run for office if selected.

**Phil Leonard**, 831 Leonard Lane, was born and raised in Farmington. He was a deputy sheriff and was involved with public service for 35 years. He has a desire to assist in the future of Farmington, and he would run for office.

**Justen Smith**, 226 West 900 North, was born and raised in a small town and learned how to serve. He has traveled extensively during his 15-year career, worked with several universities and learned to be creative in fundraising and in obtaining federal and state grants. There must be a balance between open space and development, and if he were selected he would run for office.

**Trevor Ward**, 1082 North 100 West, works for UDOT as a procurement agent. He is vice president of the National Institute of Government Purchasing and is a certified public manager. He would love to be part of the City Council and run for office if selected.

**Jeff Holman**, 22 Virginia Circle, has a law practice on Shepard Lane. He has served on several charitable boards and loves the trails in Farmington. He would like to serve on the City Council and has also applied for the Planning Commission.

**Jennifer O'Toole**, 1064 North Shepard Creek Parkway, #6, has been active in Farmington Crossing, and if she were appointed, she would run for office.

**Brett Anderson**, 837 Country Lane, graduated from law school 12 years ago and has learned that there is more than one side to every story—things are never clear cut. He is a problem solver and has served on the Planning Commission.

The **Mayor** expressed appreciation to each of the applicants and said this will not be an easy decision. Various residents have expressed the need for a female voice and representation from west Farmington. His top choices were three people who have served on the Planning Commission: **Cindy Roybal**, **Scott Isaacson** and **Steve Andersen**. Three others who have passion and abilities but less experience are: **Chris Hansen**, **Jason Williams** and **Justin Smith**.

**John Bilton** thanked the applicants and said he was very impressed with the caliber of people who are willing to serve. His top four choices included **Jason Williams**, **Scott Isaacson**, **Bret Gallagher**, and **Cindy Roybal**.

**Jim Young** was also impressed by the applicants and is glad he is not up for re-election next year. His top choices included **Bret Gallagher**, **Cindy Roybal**, **Scott Isaacson**, **Christopher Hansen**, **Kevin Poff**, and **Jason Williams**.

**Cory Ritz** was amazed by the number and caliber of applicants. An important thought for him is: "what is right is not always popular, and what is popular is not what is always right."

His top choices included **Brett Anderson, Steve Anderson, Jason Williams, Scott Isaacson, Charles Gerace, Cindy Roybal, and Trevor Ward.**

**Jim Talbot** agreed with all of the comments and encouraged continued service to the community. His top choices included **Cindy Roybal, Steve Andersen, Scott Isaacson, Chris Hansen, and David Stringfellow.**

***Motion:***

**Cory Ritz** nominated **Scott Isaacson** to fill the City Council seat vacated by **Nelsen Michaelson**. There was no second to the motion and it failed.

***Motion:***

**Jim Talbot** nominated **Cindy Roybal** to fill the vacancy of City Council seat vacated by **Nelsen Michaelson**. The motion was seconded by **Jim Young** and approved by Councilmen **Bilton, Ritz, Talbot and Young.**

The **Mayor** said a formal swearing for the new Council Member will take place during the January 15, 2013 City Council meeting.

**Demolition Ordinance Draft Text Changes**

City Manager **Dave Millheim** suggested that the Council postpone review and discussion of this item until the January 15, 2013 meeting. He advised the Council to consider two policy questions regarding this issue: “Should the Ordinance be changed?” and “How much authority should be given to the Historic Preservation Commission?” **Cindy Roybal** was appointed to serve with **Jim Talbot** on the Historic Preservation Commission.

**GOVERNING BODY REPORTS**

**City Manager – Dave Millheim**

- Upcoming Agenda Items (included in the Staff Report)
- To Do Lists (included in the Staff Report)
- He asked the Council for suggestions of a Farmington City resident to serve on the Benchland Water District Board which currently has a vacancy.
- He asked the Council if they read the email and press release regarding the U.S. Forest Service road. Several residents are upset and want the road to be opened and plowed. Information will be included in the January newsletter.
- He spoke with **Craig Monson** regarding snow removal at the Steed Place. The City has specific documentation which shows that the street was not built to City standards and

that the HOA would be responsible for snow removal. The HOA was never formed, and the City has agreed to plow for one year to allow time for its formation.

**Mayor – Scott Harbertson**

- **Bob Murri** is the new Chair for the Planning Commission, and interviews of potential Planning Commission members will be held on Thurs., Dec. 20<sup>th</sup> at 5:30 p.m. **Jim Young** said he would participate in the interviews.
- The Town Hall meeting on December 19<sup>th</sup> has been cancelled.
- The old church on North Main was finally demolished.
- He had lunch with **Fred Bruning** of CenterCal who offered insight on Station Park.
- The annual City employee Christmas Party will be held on December 20<sup>th</sup> at 1:00 p.m.
- Each Council Member was asked to sign up for two Town Hall Meetings during 2013.

**City Council**

***John Bilton***

- He received a request from **Captain Joseph Simmons** of the National Guard to hold a ceremony and place a plaque in the City Building to raise awareness for their community programs.
- He spoke with **Jim Hansen** who is excited about the future of Farmington City.
- He received an email from **Anita Todd** who expressed disappointment that she missed the opportunity to apply for the Council Member vacancy.

***Jim Young***

- He asked for an update on **Cal Ferrin's** water line, and **Dave Millheim** said he would follow up on the issue.

***Jim Talbot***

- He referenced a memo from **Chief Hansen** regarding the ongoing violations of resident Brent Pack. **Dave Millheim** said the cars were finally moved off the street but not off the lot. Staff has proposed an ordinance change which will allow noticing without personal service. Residents in the area continue to be very frustrated and upset. Towing of cars will be likely before the ordinance is adopted.

***Cindy Roybal***



- She was surprised and humbled that she was chosen to serve on the City Council and expressed appreciation for the support of the **Mayor** and the Council.

## **ADJOURNMENT**

### ***Motion:***

At 10:25 p.m. **Cindy Roybal** made a motion to adjourn the meeting which was approved by Council Members **Bilton, Ritz, Roybal, Talbot** and **Young**.

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**Holly Gadd**, City Recorder  
Farmington City Corporation

## STORM WATER BOND LOG

DATE	NAME	PERMIT	STORM WATER BOND
12/31	Foxwood Builders	10716	\$1,000.00
12/13	Dixon Homes	10713	\$1,000.00
12/10	MC Green & Sons	10719	\$1,000.00
12/6	Jerry Preston	10665	\$1,000.00
11/29	Dalton Construction	10691	\$1,000.00
11/20	Dalton Construction	10682	\$1,000.00
11/16	Bryce Hansen Const.	10683	\$1,000.00
11/9	Wight Construction	10575	\$1,000.00



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

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NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: December 21, 2012

**SUBJECT: RICE FARMS ESTATES PHASE 6 IMPROVEMENTS  
AGREEMENT**

### RECOMMENDATION

Approve the Farmington City Improvements Agreement (Escrow Deposit Form) between Rice Farms Estates, LLC, First National Bank of Layton, and Farmington City.

### BACKGROUND

The bond estimate for the Rice Farms Estates Phase 6 subdivision is \$362,941.91 which includes a 10% contingency and 10% warranty bond. Rice Farms Estates, LLC has submitted an escrow bond Improvements Agreement with First National Bank of Layton for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, the 10% contingency will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker  
Planning Department

Review and Concur

Dave Milllheim  
City Manager

**FARMINGTON CITY  
IMPROVEMENTS AGREEMENT**

**(ESCROW DEPOSIT FORM)**

**THIS AGREEMENT** is made by and between Rice Farms Estates, LLC (hereinafter "Developer"), whose address is 347 East 100 North, Farmington, Utah 84025, Farmington City, a municipal corporation of the State of Utah (hereinafter "City"), whose address is 160 South Main St., P.O. Box 160, Farmington, Utah, 84025-0160, and First National Bank of Layton, a Utah or Federally chartered Bank or Savings and Loan Association authorized to do business in the State of Utah, whose address is 1601 N. Hillfield Road, Layton, Utah 84041, (the "Depository").

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said development to be known as Rice Farms Estates Phase 6, located at approximately 50 West 700 South in Farmington City, and

**WHEREAS**, the City will not approve the subdivision or issue a permit unless Developer promises to install and warrant certain improvements as herein provided and security is provided for that promise as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which is attached hereto as Exhibit "A", (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 12 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Escrow.** The Developer and the Depository hereby acknowledge that an account (the "Account") has been established at the Depository in the amount of \$362,941.91 (the "Escrow Amount"), which the Developer and the City stipulate to be a reasonable preliminary estimate of the cost of the Improvements, together with 20% of such cost to cover contingencies and to secure the warranty of this Agreement. The Account is identified by the number 427879250. The Developer and the Depository further agree that if (1) the Improvements are not completed as required by this Agreement within the time period specified in Paragraph 1 above, or if (2) the Improvements are not installed strictly in accordance with Paragraph 1 above and written notice of the deficiency has been given to the Developer, who has failed to remedy the deficiency

within 10 days after the notice is sent, then in either event the City may withdraw from the account all or any part of the Escrow Amount, in a single or in multiple withdrawals. The Depository agrees to retain funds necessary for such a withdrawal in the Account. Withdrawals from the Account by the City may be affected by one or more sight drafts signed by the Mayor in the form attached as Exhibit "B", or by other instrument appropriate to the purpose. Interest shall accrue to the City and be payable by the Depository at the rate of 20% per annum beginning at the date on which payment of such a sight draft, properly signed, is refused by the Depository. The City shall not be liable for the payment of any fee or service charge incurred in connection with the Account. The Depository acknowledges sufficient consideration for its promises in the form of fees and fund deposits received from Developer.

**4. Progress Payments.** The City agrees to allow payments from the Account as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, and determine if the work completed complies with City construction standards and requirements, and review the bond estimate in Exhibit "A". After receiving and approving the request, the City shall, in writing, authorize disbursement to the Developer from the Account in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information necessary. Except as provided in this Paragraph or in Paragraphs 4 through 6 inclusive, the Depository shall not release or disburse any funds from the Account.

**5. Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Account to complete construction of Improvements, the City may withdraw all or any part of the Escrow Amount and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the account. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

**6. Preliminary Release.** At the time(s) herein provided, the City may authorize release all funds in the Account, except 10% of the estimated cost of the Improvements, which shall be retained in the Account until final release pursuant to the next Paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in Paragraph 5 above for any breach of such an obligation. The release provided for in this Paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

**7. Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of Paragraph 26, the City shall notify the Depository and the Developer in writing of the final release of the Account. After giving such notice, the City shall relinquish claims and rights in the Account.

**8. Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Account as herein provided, and any withdrawals from the Account by the City shall not constitute a waiver or estoppel against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in Paragraph 1 above, and the right of the City to withdraw from the Account shall not affect any rights and remedies of the City against the Developer for breach

of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Account and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Account shall be paid by the Developer, including administrative, engineering, legal, and procurement fees and costs.

**9. Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review, and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

**10. Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

**11. Ownership.** Off-site Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

**12. As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Account until as-built drawings have been provided to the City.

**13. Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

**14. Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

**15. Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

**16. Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Account do not alter the obligation of the Developer to provide other bonds under applicable ordinances or rules of any governmental entity having jurisdiction over the Developer. The furnishing of security in compliance with the requirements of other ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Account as provided herein.

24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this Paragraph. For purposes of this Paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

## **DEPOSITORY ACKNOWLEDGEMENT**

STATE OF UTAH )  
COUNTY OF Davis )  
: SS.

On this 14 day of December, 20 12, personally appeared before me Richard Draper, who being duly sworn did say that he/she is the Vice President of First National Bank of Layton, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Melinda A Johnson  
NOTARY PUBLIC  
Residing in Davis County Utah

## CITY ACKNOWLEDGEMENT

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF DAVIS )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Scott C. Harbertson ~~and \_\_\_\_\_~~, who being by me duly sworn, did say that ~~she is~~ the Mayor ~~and City Council~~, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

**NOTARY PUBLIC**  
Residing in Davis County, Utah



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

DEVELOPER:

By: \_\_\_\_\_

Its: \_\_\_\_\_

DEPOSITORY: First National Bank of Layton

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY:

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_

Scott C. Harbertson, Mayor

ATTEST:

\_\_\_\_\_  
Holly Gadd, City Recorder

## DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

\*\*\*\*\*

(Complete if Developer is a Corporation)

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

\*\*\*\*\*

(Complete if Developer is a Partnership)

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_ of \_\_\_\_\_, a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

(Complete if **Developer** is a **Limited Liability Company**)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that he or she is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_

(OR AS SUPPLIED BY BANK)

EXHIBIT "B"

**SIGHT DRAFT**

To Drawee

\_\_\_\_\_, Utah \_\_\_\_\_  
\_\_\_\_\_

**Pay To The Order Of** FARMINGTON CITY CORPORATION on sight the sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) drawn against  
Account No. \_\_\_\_\_.

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_  
Scott C. Harbertson, Mayor

**Rice Farms 6  
Bond Estimate  
November 15, 2012**

<b>Storm Drain</b>				
Item	Quantity	Unit	Unit Cost	Amount
15" RCP Pipe	177	LF	\$17	\$3,010.36
18" RCP Pipe	217	LF	\$43	\$9,348.63
Standard Inlet Box	1	EA	\$1,500	\$1,500.00
Double Inlet Box	1	EA	\$3,000	\$3,000.00
Standard Combo Box	2	EA	\$3,000	\$6,000.00
4' Storm Drain Manhole	1	EA	\$2,200	\$2,200.00
5' Storm Drain Manhole	1	EA	\$2,500	\$2,500.00
Collar on Manhole	2	EA	\$250	\$500.00
Connect to Existing	2	EA	\$1,000	\$2,000.00
<b>Subtotal</b>				<b>\$30,058.99</b> ✓
<b>20% Bond Amount</b>				<b>\$6,011.80</b> ✓
<b>Total</b>				<b>\$36,070.79</b>

<b>Sanitary Sewer</b>				
Item	Quantity	Unit	Unit Cost	Amount
8" PVC DR-35	774	LF	\$20	\$15,472.60
48" Sewer Manhole	6	EA	\$2,200	\$13,200.00
60" Sewer Manhole	1	EA	\$2,500	\$2,500.00
Collar on Manholes	7	EA	\$250	\$1,750.00
Gravel Bedding	200	CY	\$15	\$3,000.00
Connect to Existing	0	EA	\$1,000	\$0.00
Sewer Laterals	17	EA	\$750	\$12,750.00
<b>Subtotal</b>				<b>\$48,672.60</b> ✓
<b>20% Bond Amount</b>				<b>\$9,734.52</b> ✓
<b>Total</b>				<b>\$58,407.12</b>

<b>Culinary Water</b>				
Item	Quantity	Unit	Unit Cost	Amount
Connect to Existing	1	EA	\$1,000	\$1,000.00
Plug and Block End	1	EA	\$1,000	\$1,000.00
Culinary Water Lateral	17	EA	\$750	\$12,750.00
8" PVC DR-14	898	LF	\$25	\$22,450.00
8" Valve	3	EA	\$1,350	\$4,050.00
8" 11.25 Deg Bend	3	EA	\$250	\$750.00
8" 22.5 Deg Bend	1	EA	\$250	\$250.00
8" 90 Deg Bend	1	EA	\$250	\$250.00
8" Tee	2	EA	\$500	\$1,000.00
Fire Hydrant	2	EA	\$3,000	\$6,000.00
<b>Subtotal</b>				<b>\$49,500.00</b> ✓
<b>20% Bond Amount</b>				<b>\$9,900.00</b> ✓
<b>Total</b>				<b>\$59,400.00</b>

Road Improvements				
Item	Quantity	Unit	Unit Cost	Amount
Mass Grading	1	LS	\$50,000	\$50,000.00
Curb and Gutter	1600	LF	\$18	\$30,960.00
5' Sidewalk	1720	LF	\$18	\$30,960.00
ADA Ramp	2	EA	\$800	\$1,600.00
Asphalt Road (3")	3000	SY	\$10	\$30,000.00
Road Base (12")	3000	SY	\$10	\$30,000.00
Monument	2	EA	\$350	\$700.00
<b>Subtotal</b>				<b>\$174,220.00</b> ✓
<b>20% Bond Amount</b>				<b>\$34,844.00</b> ✓
<b>Total</b>				<b>\$209,064.00</b>

**TOTAL BOND AMOUNT**

**\$362,941.91**

Cash Deposits				
Item	Quantity	Unit	Unit Cost	Amount
Slurry Seal	27,000	SF	\$0.20	\$5,400.00
Street Signs	2	EA	\$250.00	\$500.00
<b>TOTAL CASH DEPOSITS</b>				<b>\$5,900.00</b> ✓



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Ken Klinker, Planning Department

Date: January 8, 2013

**SUBJECT: HUNTERS CREEK PHASE 4B IMPROVEMENTS AGREEMENT**

### RECOMMENDATION

Approve the Farmington City Improvements Agreement (Cash Form) between Woodside Hunters Creek, LLC and Farmington City.

### BACKGROUND

The bond estimate for the Hunters Creek Phase 4B subdivision is \$517,766.30 which includes a 10% contingency and 10% warranty bond. Woodside Hunters Creek LLC has submitted a cash bond Improvements Agreement with Farmington City for this project in the same amount.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all improvements are installed and inspected, the 10% contingency will be released. After a warranty period of 1 year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully submitted,

Ken Klinker  
Planning Department

Review and Concur

Dave Millheim  
City Manager

**FARMINGTON CITY**  
**IMPROVEMENTS AGREEMENT**  
**(CASH FORM)**

**THIS AGREEMENT** is made by and between Woodside Hunters Creek, LLC (hereinafter "Developer"), whose address is 39 East Eagleridge Drive, Ste.100, NSL, Utah 84054, and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

**WHEREAS**, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Hunters Creek Phase 4B, located at approximately 2250 West 700 North, in Farmington City; and

**WHEREAS**, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of \$517,766.30.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within 6 months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.
2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.
3. **Cash Deposit.** The Developer has delivered to the City cash or a check in the aggregate amount of \$517,766.30 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a reasonable



preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.
5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.
6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.
7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.
8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals from the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.
10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.
11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.
12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.
14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.
17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.
19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.
24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.
25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this \_\_\_\_ day of January, 2013.

**CITY:**

FARMINGTON CITY CORPORATION

By: \_\_\_\_\_  
Scott C. Harbertson, Mayor

**ATTEST:**

\_\_\_\_\_  
Holly Gadd, City Recorder

**DEVELOPER:**

Woodside Hunters Creek, LLC

By:   
Peter Evans  
Its: Authorized Signer

## DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH                    )  
  :ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,  
\_\_\_\_\_, the signer(s) of the foregoing  
instrument who duly acknowledged to me that he/she/they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

\*\*\*\*\*

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH                    )  
  :ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,  
\_\_\_\_\_, who being by me duly sworn did say that he/she is  
the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_  
corporation, and that the foregoing instrument was signed on behalf of said corporation  
by authority of its Board of Directors, and he/she acknowledged to me that said  
corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

\*\*\*\*\*

(Complete if Developer is a Partnership)

STATE OF UTAH                    )  
  :SS.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,  
\_\_\_\_\_, who being by me duly sworn did say that he/she/they  
is/are the \_\_\_\_\_ of \_\_\_\_\_, a partnership, and  
that the foregoing instrument was duly authorized by the partnership at a lawful meeting  
held by authority of its by-laws and signed in behalf of said partnership.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

\*\*\*\*\*

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH                    )  
  : SS.  
COUNTY OF Davis )

On this 2nd day of January, 2013, personally appeared  
before me Peter Evans who being by me duly sworn did say that he  
or she is the Authorized Signer of Woodside Hunters Creek LLC, a limited liability  
company, and that the foregoing instrument was duly authorized by the  
Members/Managers of said limited liability company.

Kymberli D. Littlejohn  
NOTARY PUBLIC  
Residing in Davis County, Utah.



## CITY ACKNOWLEDGEMENT

STATE OF UTAH                    )  
  : ss.  
COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Scott C. Harbertson and Holly Gadd who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: December 12, 2012

SUBJECT: **ARENDAL MANOR SUBDIVISION**

### RECOMMENDATION

Re-approve the motion and findings for final plat approval previously approved by the City Council on April 17, 2012, which previous approval followed the recommendation of the Planning Commission as set forth in the enclosed letter to Rick Wyss dated April 6, 2012, and the revised Planning Commission staff report also dated April 6, 2012.

### BACKGROUND

Rick Wyss originally received final plat approval for the Arendal Manor Subdivision by the City on August 4, 2009, that approval expired six months later. The Subdivision Ordinance allows the City Manager to grant six month extensions, but the applicant must petition for the extension prior to the expiration of the approval (or expiration of an extension). Mr. Wyss did not submit such a petition. Therefore, the City again considered and approved the final plat on April 17, 2012. However, this approval expired on October 17, 2012, because Mr. Wyss again failed to submit a petition for an extension prior to this date.

The applicant is now requesting approval for the third time, and plans on recording the plat in the next few weeks. Please see the enclosed revised Planning Commission staff report for more details.

Respectively Submitted

David Petersen  
Community Development Director

Concur

Dave Millheim  
City Manager





# FARMINGTON CITY

SCOTT C. HARRERTSON  
MAYOR

JOHN BILTON  
NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

April 6, 2012

Rick Wyss  
1442 North 1670 West  
Farmington, UT 84025

**RE: Oakridge Farms Subdivision Amendment and Subdivision**

Mr. Wyss:

The Farmington City Planning Commission voted on March 29, 2012 to recommend to the City Council approval of a **Final Plat** for a 3-lot Arendal Manor subdivision located at approximately 1475 North June Drive.

The motion for approval was subject to all applicable Farmington City development standards and ordinances and the following conditions:

1. All required public improvements shall be installed in accordance with the provisions of Chapter 8 of Title 12 and the City's Construction Standards and Specifications.
2. The recordation of the subdivision plat must encompass and eliminate a 5 square foot parcel (Parcel A) created by the recordation of the Silverwood Subdivision Phase 2.

You are scheduled to appear before the Farmington City Council on Tuesday, April 17, 2012 for consideration of the Final Plat.

If you have any questions, please contact me at (801) 939-9211.

Regards,

David Petersen, AICP  
City Planner

cc: Dave Millheim, City Manager  
Mayor and City Council



## Revised Planning Commission Staff Report April 6, 2012

### Arendal Manor Subdivision

Public Hearing:	No
Application No.:	S-8-09
Property Address:	1442 North 1670 West
General Plan Designation:	Low Density Residential (LDR)
Zoning Designation:	R (Residential)
Area:	Appx. 1.5 acres
Number of Lots:	3
Property Owner:	Gerald Godfrey, Rick Wyss
Agent:	Rick Wyss

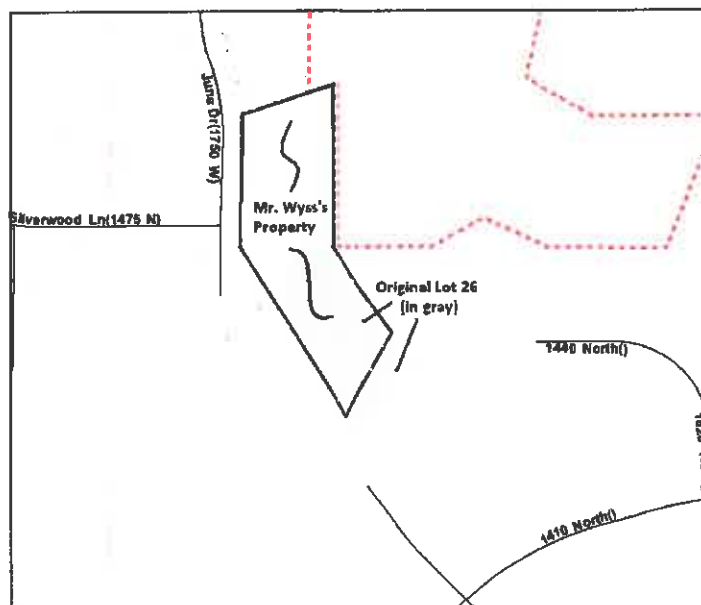
Request: Applicant is requesting a recommendation for Final Plat approval for a two lot minor subdivision consisting of a portion of Lot 26 and other unplatted property to the north.

#### Background Information

This application was previously recommended for approval by the Planning Commission on July 16, 2009, and approved by the City Council on August 4, 2009. These approvals have since expired. As part of this previous process, both bodies also considered and approved a plat amendment involving Lot 26 of the Oakridge Farms subdivision to accommodate approval of Arendal Manor, and although the Final Plat approval expired, the plat amendment approval did not.

The applicant did not record his plat; hence, the proposed additional lot was never created. Now the property owner is ready to move forward, but needs re-approval of the final plat.

The proposal constitutes a minor subdivision because it consists of fewer than 10 lots (only two lots), and it does not involve the dedication and/or improvement of a public right-of-way.



Both lots abut June Drive (1750 West) in the Silverwood Phase II Subdivision.

Conditions have not changed since the Planning Commission last considered this request. Therefore, it is recommended that the Commission approve the same conditions and findings established by the previous Commission.

### **Suggested Motion**

Move that the Planning Commission recommend the City Council approve of the Final Plat of Arendal Manor subject to all required public improvements be installed in accordance with the provisions of Chapter 8 of Title 12 and the City's Construction Standards and Specifications.



### **Findings for Approval:**

1. The amendment to the Oakridge Farms Subdivision is appropriate in order to formalize previously recorded boundary adjustments and minor subdivisions on the subject properties.
2. The proposed subdivision is in compliance with all the standards set forth in the City's Zoning Ordinance.

### **Supplemental Information**

1. Vicinity Map.
2. Final Plat.
3. Silverwood Estates Phase 2 plat showing Parcel A.

### **Applicable Ordinances**

1. Title 12, Chapter 5 – Minor Subdivisions
2. Title 11, Chapter 12 – Single Family Residential Zones

1650

625

1700

S-8-09

400

1600

450

500

JEFFERSON  
Jefferson Way

June Dr

Silverwood Dr

LF

FRONTAGE

1675 West

1440 North

1410 North

1670 West

1700 West

1730 North

1290 North

1500 West

1500 West

1500 West

1500 West

1500 West

450

450

SHEPARD

OMU

LS

LR

LS  
Oakridge  
Golf  
Course

Oakridge  
Golf Course

Walker Ln

Moss Ln

Starnett Dr

A

1440 North

1410 North

1670 West

1700 West

1730 North

1290 North

1500 West

1500 West

1500 West

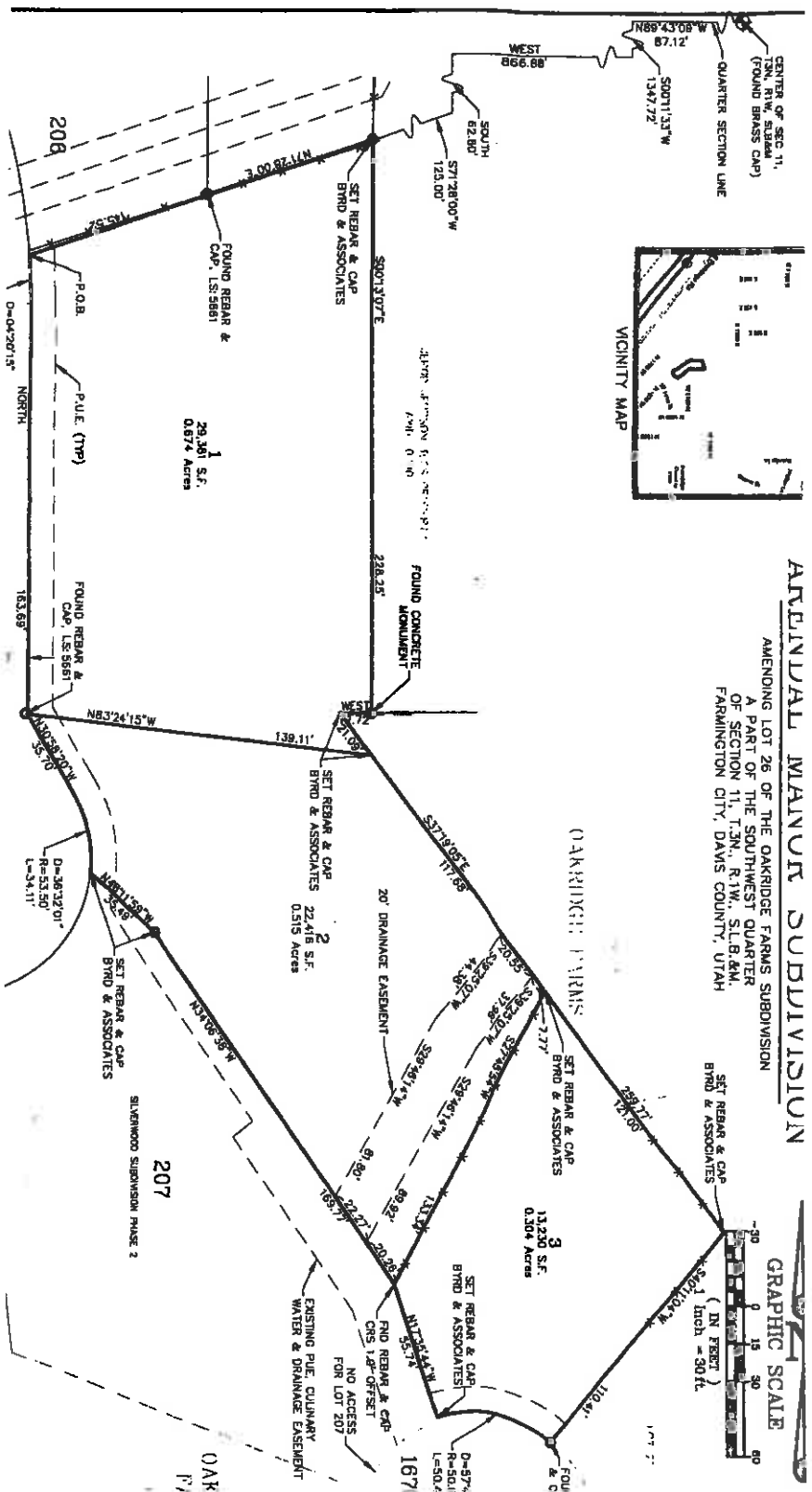
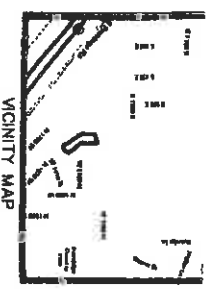
1500 West

1500 West

1500 West

1500 West

AMENDING LOT 26 OF THE OAKRIDGE FARMS SUBDIVISION  
A PART OF THE SOUTHWEST QUARTER  
OF SECTION 11, T.3N., R.1W., S.L.B.&M.  
FARMINGTON CITY, DAVIS COUNTY, UTAH



08

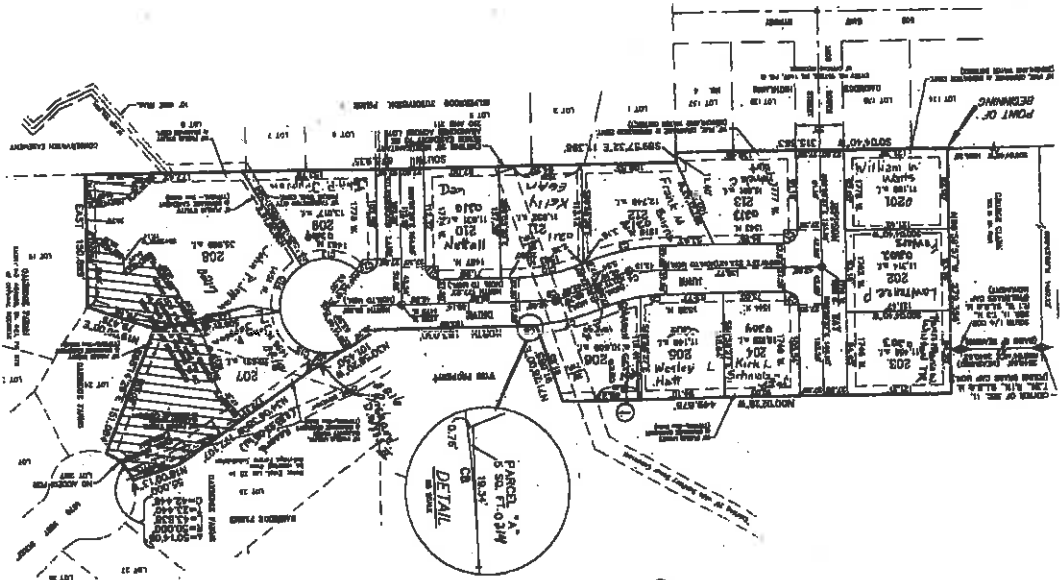
389

Livory Development, LLC Owns  
All Lots Not Marked

# SILVERWOOD SUBDIVISION

## PHASE 2

A PART OF THE SOUTHWEST QUARTER  
OF SECTION 11, T.3N, R.1W, S.L.B.M.,  
FARMINGTON CITY, DAVIS COUNTY, UTAH



① VESLEY L. STEPHANIE HATT - 0219

1. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 67A, Utah Code, and the rules and regulations of the Utah Department of Hereditary Affairs, Division of Land.

2. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 67A, Utah Code, and the rules and regulations of the Utah Department of Hereditary Affairs, Division of Land.

3. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 67A, Utah Code, and the rules and regulations of the Utah Department of Hereditary Affairs, Division of Land.

4. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 67A, Utah Code, and the rules and regulations of the Utah Department of Hereditary Affairs, Division of Land.

5. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 67A, Utah Code, and the rules and regulations of the Utah Department of Hereditary Affairs, Division of Land.

6. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 67A, Utah Code, and the rules and regulations of the Utah Department of Hereditary Affairs, Division of Land.

7. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 67A, Utah Code, and the rules and regulations of the Utah Department of Hereditary Affairs, Division of Land.

8. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 67A, Utah Code, and the rules and regulations of the Utah Department of Hereditary Affairs, Division of Land.

9. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 67A, Utah Code, and the rules and regulations of the Utah Department of Hereditary Affairs, Division of Land.

10. The plat is subject to the provisions of the Utah Subdivision Map Act, Chapter 67A, Utah Code, and the rules and regulations of the Utah Department of Hereditary Affairs, Division of Land.

DEVELOPMENT: SILVERWOOD SUBD. PH. 2

CITY: FARMINGTON

LOTS: 201 THRU 213 & PARCEL "A"

SW 1/4 11, T.3N, R.1W

S.L.M. DAVIS COUNTY, UTAH

SCALE: 1" = 100'

PREFIX II 08-389

LAST # 0220

FILE # 4401

R 03-03-06



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: December 30, 2012

Subject: **BLUEREVIEW SOFTWARE SUBSCRIPTION AGREEMENT.**

### RECOMMENDATIONS

Approve enclosed agreement for Bluereview software subscription for the 5 year subscription.


### BACKGROUND

Bluereview is a software that allows better management and a more efficient way have handling and doing blue stakes. The City gets several blue stake request each day, and this will allow the Public Works employee doing them to access them online using an I-pad and being able to enter all the data that it was done and even taking a photo showing the markings in place all in a matter of just a few minutes. This will cut the time spent in doing blue stakes and will give better record management of the blue stakes that have been done.

Abe at Public Works has been using the system the last few weeks and really likes it and has seen a significant increase in productivity.


We recommend going with the 5 year subscription as this includes 2 new I-pads for the City to have for use in this program. The \$17,000 for this will come from the water and storm drain funds (51-402540, 54-402540). Both of these funds have fund balances that will cover for the costs of this new program. After this initial cost of \$17,000 there will be no costs for the next 5 years.

Respectfully Submitted,



Keith Johnson,  
Assistant City Manager

Review and Concur,



Dave Millheim,  
City Manager

# ***BLUEREVIEW, LLC SOFTWARE SUBSCRIPTION AGREEMENT***

*Revision 1.0*

THIS SOFTWARE SUBSCRIPTION AGREEMENT (hereinafter "Agreement") is made and entered into this date: January 15, 2013 by and between **BlueReview, LLC**, a Utah limited liability company (hereinafter "Licensor") and Farmington City hereinafter "Licensee") and is based upon the following:

1. **Software License & Fee.** Licensee hereby agrees and shall pay to Licensor a subscription fee according to the terms of the on-line End User License Agreement (EULA) and this Subscription Agreement as described herein and per the attached Attachment A.

2. **Hardware.** Subject to the execution of this agreement and based upon subscription level as indicated on Attachment A, Licensor will provide, for Software access, to Licensee, Apple iPad <sup>TM</sup> device(s) which are copyrighted and trademarked by Apple Computers. Specifications for the Apple iPad <sup>TM</sup> devices are including, but not limited to, Wi-Fi and cellular Internet data access ability and with an internal storage capacity of 16-gigabytes. Licensee will be responsible for activation and ongoing subscription costs associated with cellular Internet data access from the iPad <sup>TM</sup> devices. Ownership of this hardware is transferred to Licensee "As-is". Any maintenance, service, repairs, etc. is the sole responsibility of the Licensee.

3. **Data Storage.** This agreement includes data storage of up to 10 gigabytes (GB) as part of the regular use of the Software. Additional storage may be purchased in 10 GB increments for an additional One Hundred Dollars (\$100.00) per annual period.

4. **Term/Termination.** Unless sooner terminated, as provided in the paragraph below, the term of this Agreement is for the initial period, as identified in Attachment A, from the date of this Agreement. Thereafter, so long as neither party is in default, this agreement will renew itself without further documentation on a year-to-year basis until terminated or modified as set forth in the paragraph below.

Either party may terminate this Agreement at any time with or without cause, on thirty days written notice to the other party. In such case, the License Agreement shall not be pro-rated. This agreement may be modified at any time by a written Amendment as agreed upon and executed by authorized representatives from both parties.

5. **Default by Licensee.** In the event that Licensee is in material default or breach of any of the provisions of this Agreement, Licensor shall have the right to terminate this Agreement upon ten (10) days written notice to Licensee; provided, however, that if Licensee, within the ten (10) day period referred to, cures the said default or breach, this Agreement shall continue in full force and effect; and provided further, that if the default or breach cannot be cured within a ten (10) day period, such period shall be extended for additional periods as necessary to effect such cure so long as Licensee is utilizing its best efforts, in good faith, to cure the default or breach.



# **BLUEREVIEW, LLC SOFTWARE SUBSCRIPTION AGREEMENT**

Revision 1.0

6. Notices. Any notice, payment, or other correspondence required or permitted hereunder shall be deemed to have been properly given or delivered when made in writing and delivered personally to an officer of the party to whom directed, or when sent by United States mail with all necessary postage or charges fully prepaid, return receipt requested, and addressed to the party to whom directed at its below specified address. Any party may at any time change its address for purposes of this Agreement by giving written notice of such change of address to the other party.

If to Licensor:

BlueReview, LLC  
2060 East 2100 South  
Salt Lake City, Utah 84109

If to Licensee:

Farmington City  
160 South 200 East  
Farmington City, Utah 84025

to the jurisdiction of any appropriate court in the State of Utah to resolve such disputes.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized representatives on the dates indicated.

## **LICENSOR:**

BlueReview, LLC, a Utah Limited Liability

By   
Vice President

## **LICENSEE:**

By \_\_\_\_\_

# **BLUEREVIEW, LLC SOFTWARE SUBSCRIPTION AGREEMENT**

Revision 1.0

## **ATTACHMENT A – SCOPE & COST OF THE SUBSCRIPTION**

### **OVERVIEW**

- Bluereview is cutting edge software, which receives, tracks and records utility information and photos.
- Accessed as an online service-utilizing customer provided computer and/or mobile technology. Bluereview offers some custom mobile applications with selected vendors such as Apple's iPad.
- Modules available: Locate Requests, Work Orders, Assets, Customer tracking. The system will track and display GPS encoded photographs. These and other features subject to change, see the Bluereview website for current offering information.
- System designed to improve overall efficiency while performing routine asset management, locate requests and work order duties though a reduction of home run trips back to the office for paperwork or other system data.
- Other important features: Integrated and interactive GIS, 10-year data backup, unlimited users per organization and the ability to reply to locate requests from the field device

### **SCOPE OF SUBSCRIPTION**

- SUBSCRIPTION STARTING FROM: January 15, 2013 THROUGH: January 15, 2014
- 4 HOURS OF INTEGRATION TIME INCLUDED IN THE INITIAL SUBSCRIPTION YEARLY FEE
- TECHNICAL SUPPORT CALLS INCLUDED DURING THE TERM OF THE SUBSCRIPTION AT (801) 503-0230 OR TOLL FREE AT (866) 941-1807. TECHNICAL SUPPORT AVAILABLE FROM 8 AM TO 5 PM, MONDAY – FRIDAY ON NORMAL BUSINESS DAYS (HOLIDAYS EXCLUDED AS ADVERTISED)
- ONE TIME GIS AND SOFTWARE SET UP FEE \$2,000.00

### **STANDARD SUBSCRIPTION OFFERINGS**

<input type="checkbox"/>	(1) YEARLY SOFTWARE SUBSCRIPTION Renewed Yearly on subscription anniversary date	\$3,000.00 yearly
<input type="checkbox"/>	(3) YEAR PRE-PAID SOFTWARE SUBSCRIPTION W/ (1) iPad PROMOTION	\$9,000.00 3/YRS of service
<input checked="" type="checkbox"/>	(5) YEAR PRE-PAID SOFTWARE SUBSCRIPTION W/ (2) iPad PROMOTION	\$15,000.00 5/YRS of service

### **SERVICES AS AGREED UPON**

### **ADDITIONAL SCOPE OF SERVICES, IF REQUIRED:**

ENGINEERING CONSULTING	\$ 120 / HR
CUSTOM PROGRAMMING	\$ 110 / HR
GIS CONSULTING	\$ 100 / HR



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: January 15, 2013

SUBJECT: APPROVAL OF A FINAL PLAT FOR THE HUNTERS CREEK PHASE 4B SUBDIVISION

### RECOMMENDATION

Approve the attached Final Plat for the Hunters Creek Phase 4B subdivision (28 lots), located at approximately 2200 West and 800 North, subject to the same conditions and findings established previously by the Planning Commission on December 13, 2012 as set forth in the attached supplemental information.

### BACKGROUND

The applicant, Woodside Homes, is requesting Final Plat approval for a major conservation subdivision on property at approximately 2200 West and 800 North. The proposed subdivision plat is Phase 4B and contains a total of 28 lots on 14.8 acres of property. The underlying zone for this property is an AE zone. Woodside Homes is proposing to finish the final phase of their conservation subdivision adjacent to their existing Hunters Creek Phase 4A. The Planning Commission previously provided a recommendation to the City Council regarding the Final Plat approval for Phase 4 on December 14, 2006 and the City Council approved the Final Plat on February 6, 2007. Since then Woodside Homes had undergone financial difficulty and lost the property and had recently regained control of the land. The previous Final Plat approvals have expired over the past 5 years and require them to receive new approvals. The project has not changed and is still consistent with the Development Agreement and the Master Plan for the area and did not need new Preliminary Plat approvals as such. The applicant returned to the City to receive their Final Plat approval earlier in 2012 and had decided to divide Phase 4 into two sub-phases. Woodside Homes received Final Plat approval for Phase 4A on April 17, 2012 and is now requesting approval of the Final Plat for Hunters Creek Phase 4B. The Planning Commission voted to recommend this Final Plat for approval on December 13, 2012.

Respectfully Submitted

Christy J. Alexander  
Associate City Planner

Review & Concur

Dave Millheim  
City Manager



## Planning Commission Staff Report December 13, 2012

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### Item 4: Final Plat for the Hunters Creek Phase 4B Conservation Subdivision

Public Hearing:	No
Application No.:	S-16-12
Property Address:	Approximately 2200 West and 800 North
General Plan Designation:	RRD (Rural Residential Density)
Zoning Designation:	AE (Agricultural Estates)
Area:	14.8 Acres
Number of Lots:	28
Property Owner:	Woodside Hunters Creek, LLC
Agent:	Woodside Homes

Request: *Applicant is requesting a recommendation for Final Plat approval for the Hunters Creek Phase 4B Conservation Subdivision.*

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#### Background Information

The applicant, Woodside Homes, is requesting a recommendation for Final Plat approval for a major conservation subdivision on property at approximately 2200 West and 800 North. The proposed subdivision plat is Phase 4B and contains a total of 28 lots on 14.8 acres of property. The underlying zone for this property is an AE zone. Woodside Homes is proposing to continue with a conservation subdivision adjacent to their existing Hunters Creek Phase 4A. The Planning Commission previously provided a recommendation to the City Council regarding the Final Plat approval for Phase 4 on December 14, 2006 and the City Council approved the Final Plat on February 6, 2007. Since then Woodside Homes had undergone financial difficulty and lost the property and had recently regained control of the land. The previous Final Plat approvals have expired over the past 5 years and require them to receive new approvals. The project has not changed and is still consistent with the Development Agreement and the Master Plan for the area and will not need new Preliminary Plat approvals as such. The applicant returned to the City to receive their Final Plat approval earlier in 2012 and had decided to divide Phase 4 into two sub-phases. Woodside Homes received Final Plat approval for Phase 4A on April 17, 2012 and is now requesting a recommendation for approval of the Final Plat for Hunters Creek Phase 4B.

### **Suggested Motion**

Move that the Planning Commission recommend that the City Council approve the Final Plat for the Hunters Creek Phase 4B Conservation Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the Final Plat prior to recording the Plat.

### **Findings for Approval:**

1. The proposed subdivision is desirable in that the platting of the property in this area will provide a cleaner description and record of the properties and residences in the subject area.
2. The proposed Final Plat submittal is consistent with all necessary requirements for a Final Plat as found in Chapter 6 of the City's Subdivision Ordinance.
3. The project is consistent with the Development Agreement and the Master Plan for the area.

### **Supplemental Information**

1. Vicinity Map
2. Hunters Creek Phase 4B Final Plat

### **Applicable Ordinances**

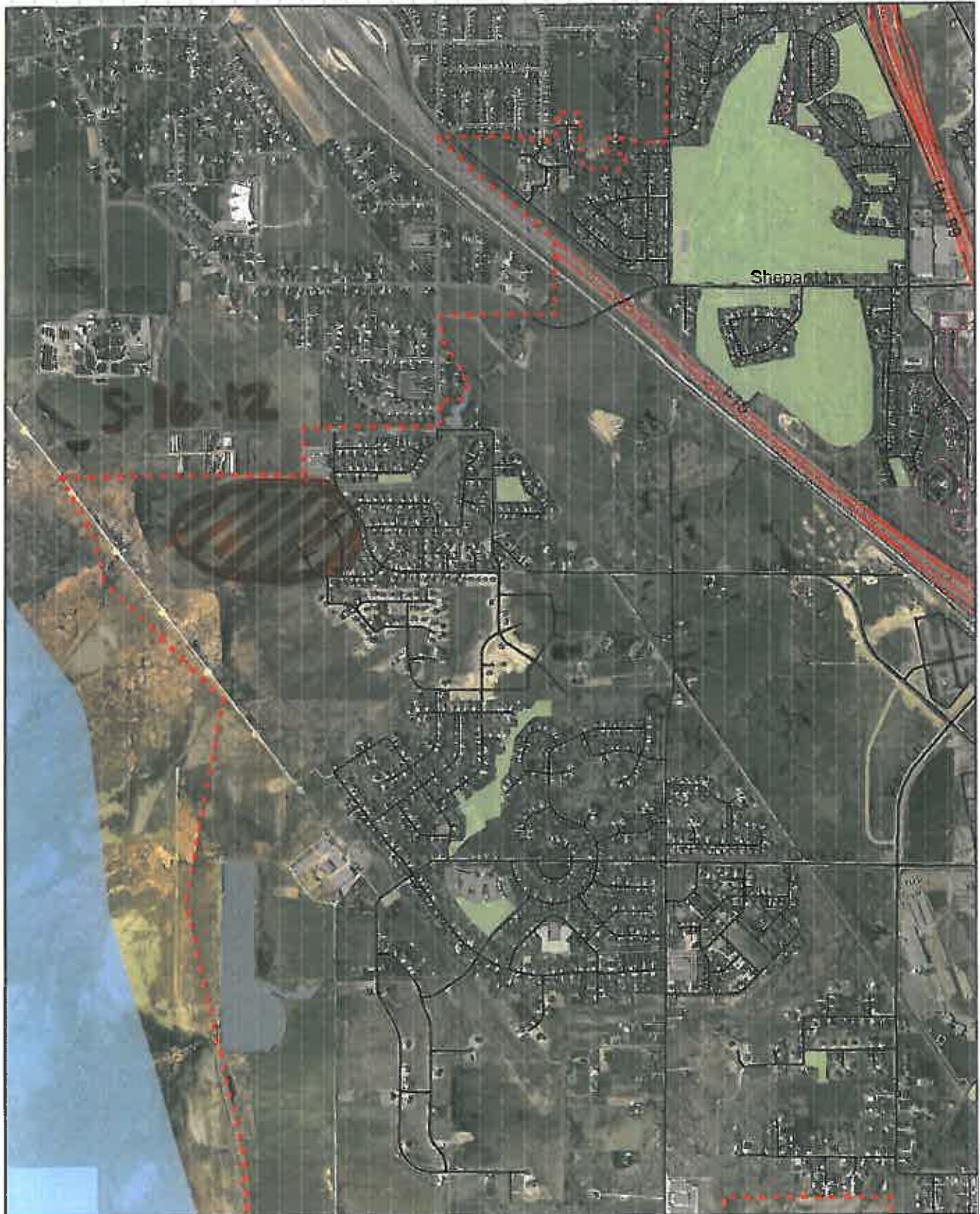
1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agricultural Zones
4. Title 11, Chapter 12 – Conservation Subdivisions



# VICINITY MAP. HUNTERS CREEK PH. 4B



Farmington City











# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
CORY R. RITZ  
CINDY ROYBAL  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Holly Gadd, City Recorder

Date: January 7, 2013

Subject: **APPOINTMENT OF CITY COUNCIL MEMBERS TO VARIOUS COMMITTEES**

### RECOMMENDATION

By minute motion, approve the attached Resolution for the appointment of City Council members to various Council Committees, assignments and providing for the appointment of certain individuals to represent Farmington City on various boards, councils and commissions.

### BACKGROUND

Pursuant to Title 2 Chapter 3 of the Farmington City Municipal Code, the Mayor has the right to appoint persons to fill offices on various commissions, committees and entities, with advice and consent of the City Council. Members of the City Council have already been willingly serving on the various committees. However, with the recent changes to our City Council some adjustments to the committees needed to be made.

Respectfully Submitted

Holly Gadd  
City Recorder

Review & Concur

Dave Millheim  
City Manager

**FARMINGTON, UTAH**

**RESOLUTION NO. 2013-\_\_\_\_\_**

**A RESOLUTION PROVIDING FOR THE APPOINTMENT OF CITY COUNCIL MEMBERS TO AND DELEGATING AUTHORITY TO VARIOUS COUNCIL COMMITTEES, ASSIGNMENTS AND PROVIDING FOR THE APPOINTMENT OF CERTAIN INDIVIDUALS TO REPRESENT FARMINGTON CITY ON VARIOUS BOARDS, COUNCILS AND COMMISSIONS**

**WHEREAS**, pursuant to Section 2-1-170 of the Farmington City Municipal Code, the City Council may from time to time delegate portions of its authority to Council Committees and/or assignments and appoint at least two members of the City Council to serve on such Committees; and

**WHEREAS**, pursuant to the provisions of Chapter 3 of Title 2 of the Farmington City Municipal Code, the Mayor has the right to appoint, with advice and consent of the City Council, persons to fill offices on various commissions, committees and entities; and

**WHEREAS**, the Mayor desires to make appointments as herein set forth and the City Council desires to consent to such appointments and to take such additional actions as are set forth herein;

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

**Section 1. Delegation to Council Committees.** The City Council hereby establishes the following Council Committees and City Council assignments and delegates authority to such Committees and liaisons as provided herein:

**(a) Personnel/Problems Resolution Committee.**

- (1) Serves as Board of Appeals on personnel matters/grievances beyond City Manager level.
- (2) Serves as permanent member of Employee Transfer and Discharge Appeals Board.
- (3) Reviews and recommends proposed amendments to Personnel Policies and Procedures.
- (4) Reviews and recommends proposed compensation-related matters for employees and appointed and elected officials.

(4) Reviews and recommends proposed changes in performance appraisal system.

(5) Reviews and recommends proposed staffing changes and needs.

(6) Upon assignment, hears citizen complaints that are not planning, zoning and building inspection related.

(7) Makes recommendations for solutions after receiving input from staff.

(8) Evaluates various studies and proposals as assigned by the City Council and Mayor and makes recommendation to the City Council.

**(b) City Council Special Events Liaisons**

(1) Serves as liaison between Parks & Recreation Director and City Council in recommending, organizing, promoting and sponsoring City-wide special events.

(2) Works with Parks & Recreation Director in recommending the number and type of special events held annually based on input from the City's Parks & Recreation Master Plan, staff and citizen input.

(3) Works with Parks & Recreation Director in submitting names of candidates for chair person over each special event held annually.

(4) Works with Parks & Recreation Director in developing and recommending policy changes pertaining to promoting and holding of special events.

**(c) Development Review Committee.**

(1) Reviews initial development proposals and negotiates with developers when assigned by the City Council considering input and advice from City staff.

(2) Reviews staff recommendations for changes to development codes and processes for further consideration by the full City Council.

**(d) Historic Preservation Liaisons**

(1) Serves as liaisons between the Historic Preservation Commission and the City Council.

(2) Attends meetings upon request and submits policy matters for consideration back to the City Council.

(3) Liaisons do not have voting power.

**(e) Youth City Council Director**

- (1) Serves as Director of the Youth City Council.
- (2) Recommends and works with appointed advisors in operating Youth City Council programs and activities.

- (3) Recommends policy considerations to the City Council.

**(f) Trails Committee Liaisons**

- (1) Serves as liaisons between Trails Committee and the City Council;
- (2) Attends Trails Committee meetings and submits policy matters related to trails back to the City Council for consideration.
- (3) Meets quarterly with Trails Committee officers and City staff.
- (4) Liaisons do not have voting power.

**Section 2. Appointments to Council Committees and Assignments.** The following appointments are hereby made by the Mayor to the Council Committees and assignments and are hereby consented to and approved by the City Council:

- (a) Personnel/Problems Resolution Committee: **Jim Talbot and Jim Young**
- (b) Special Events Liaisons: **Mayor Harbertson and John Bilton**
- (c) Development Review Committee: **Jim Talbot, Cory Ritz and John Bilton**
- (d) Historic Preservation Liaisons: **Jim Talbot and Jim Young**
- (e) Youth City Council Director: **Cindy Roybal**
- (f) Trails Committee Liaisons: **Cindy Roybal and Cory Ritz**

**Section 3. Appointments by the Mayor and Consent of City Council.** The Mayor hereby appoints and the City Council hereby consents to the following:

**-Cindy Roybal** as Farmington City representative to the Davis Chamber of Commerce.

**-Jim Young** as Farmington City representative to the Utah League of Cities & Towns.

**Section 4. City Appointments to Special District Board.** It is hereby confirmed and ratified that the following-named individual has been appointed as a member of the following special district board with term as indicated:

**Cory Ritz**, Davis County Mosquito Abatement Board, January 2012 through December 2013.

**Mayor Harbertson**, Wasatch Integrated Waste Board, January 2012 through December 2013.

**Section 5. Mayor Pro Tempore.** In accordance with Section 10-3b-302(2) of the *Utah Code Annotated*, Council Member **John Bilton** has been elected by the City Council to serve as *Mayor Pro Tempore* for the period commencing January 1, 2012 through December 31, 2013.

**Section 6. Right to Modify Appointments.** The City of Farmington, acting by and through its duly-authorized Mayor and City Council, may change and/or terminate any appointment from time to time as deemed in the best interests of the City.

**Section 7. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 8. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,  
STATE OF UTAH, THIS 15TH DAY OF JANUARY, 2013.**

**FARMINGTON CITY**

ATTEST:

\_\_\_\_\_  
Holly Gadd  
City Recorder

By: \_\_\_\_\_  
Scott C. Harbertson  
Mayor

## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

**S U B J E C T: The Haws Companies – Discussion of Street Cross-Section for Station Parkway, 85 Foot Sign Height for Park Lane Commons Landmark Sign, and Public Improvements Extension Agreement for Potential Future Sidewalk Improvements along Station Parkway (South of Grand Avenue to Park Lane)**

### ACTION TO BE CONSIDERED:

None.

### GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

JOHN BILTON  
NELSEN MICHAELSON  
CORY R. RITZ  
JIM TALBOT  
JAMES YOUNG  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: January 15, 2013

SUBJECT: DISCUSSION OF STREET CROSS-SECTION FOR STATION PARKWAY, 85 FOOT SIGN HEIGHT FOR PARK LANE COMMONS LANDMARK SIGN, & PUBLIC IMPROVEMENTS EXTENSION AGREEMENT FOR POTENTIAL FUTURE SIDEWALK IMPROVEMENTS ALONG STATION PARKWAY (SOUTH OF GRAND AVENUE TO PARK LANE).

### RECOMMENDATION

No action required, discussion item only.

### BACKGROUND

The City Council voted to approve the proposed 3 acre PMP for Park Lane Commons Parcels A& B on December 4, 2012 conditioned upon approval of a development agreement. As the Haws Companies (The Developer) and Staff work out the details of the development agreement, three main issues have come to Staff's attention that need to be properly addressed by the Council before the development agreement can be agreed upon. The Developer has asked that these be discussed at the January 15<sup>th</sup> meeting before they bring forth the development agreement for consideration. The Developer is requesting a variance from the ordinance to the street cross-section that was approved by the Council back in 2009 (see attached documentation including the meeting minutes, cross-section drawings and email supporting the Council's decision (from the Developer) as well as the current Chapter 18 Street Standards found in the Zoning Ordinance). They are requesting a 6' sidewalk and 4' landscaping to back of curb with another 4' of landscaping from the sidewalk to the buildings along Station Parkway. The approved cross-section calls for the 9.5' of landscaping to be included in the right-of-way (ROW) with the 10' sidewalk to be on the Developer's property. As proposed, the Developer is reducing the sidewalk by 4' and placing most of the sidewalk in the ROW. Two issues arise from this and the Council will need to decide whether they wish to approve a) the reduction in sidewalk width and b) allowing the sidewalk to be placed in the ROW.

Typically sidewalks and planting strips are located within City ROWs in conventional planning. With the form-based code ordinance (Chapter 18) the sidewalk is placed on the developer's private property (and in most cases the planting strip as well). This is done to allow the developer to claim the sidewalk and pedestrian zone as his major source of open space and to meet the required open space provisions. Form-based zoning is intended to allow for a vibrant pedestrian experience along the streets/building fronts, allowing for sidewalk café dining, benches, and a variety of other street furniture to promote pedestrian orientation and interaction. This is done by providing wider than average sidewalks that can accommodate such activities and populations. As such the ordinance was written with the side treatment standards articulating 10' for sidewalks and 10' for the park strip/tree grate. When the Council approved the street cross-section for Station Parkway north of Park Lane in 2009, they approved these standards with the slight variation that the park strip need only be 9.5' instead of 10'. Now the Council may discuss whether they wish to hold to the cross-section as approved in 2009 or possibly amend it to that as currently proposed by the Developer, keeping in mind that any such amendments to the cross-section for this project will affect the entire length and cohesiveness of Station Parkway and any future development projects along this roadway.

The Developer is also requesting an 85' sign as shown on the attached PMP drawings. The Council would need to approve this height as it exceeds what the ordinance allows. The Developer is requesting a variance similar to that which CenterCal received for its three 100' pylon signs along I-15. The Developer would like the Park Lane Commons sign tower to be tall enough for people driving along I-15 to see the lowest tenant sign (which would need to be taller than the Park Lane Village Apartments). To give the Council some ideas of what other tall signs in the region are like, Staff has looked up a few that might be recognizable. The Burt Brothers sign off of Highway 89 in Farmington stands 56'6" tall, the Thanksgiving Point Water Tower in Lehi stands 65' tall, and the Trolley Square Water Tower stands 97' tall. Typical McDonalds' pole signs average anywhere from 30'-50', with exceptions granted in differing cities. Council could also discuss what precedence this might set for future development in the mixed-use areas, the necessity for that tall of signage on a small 3 acre parcel (and on a parcel which abuts an interior road only, not the interstate), and other heights that the Council feels might be more appropriate for this city. Additional information on sign standards will be provided to the Council at the meeting.

The final discussion item for the Council is the recordation of a Public Improvements Extension agreement on the Developer's property. City Development Standards state that sidewalks must be constructed by the developer (and paid for by the developer) along public streets as new development occurs. Because Park Lane does not currently accommodate pedestrians over I-15, Staff has decided that sidewalks need not be designed from Park Lane to Grand Avenue along Station Parkway at this time. Staff, however does see the need for proper pedestrian connections over to the Station Park development and east and west along Park Lane. If the roads should be re-designed in the future to accommodate pedestrian travel, the City should have a Public



Improvements Extension Agreement in place that the City could essentially call on the Developer to construct a sidewalk along the street from Grand Avenue to Station Parkway. These Extension Agreements have been common practice in other piece-meal developments and is the only way to ensure that if per chance the sidewalks ever need to go in the City is not held responsible to pay the cost. The Developer does not see the necessity of this and would prefer not to include this in the Development Agreement and as such would like to discuss this with the Council. However, please consider that the City requires all property owners to provide sidewalks, and to take care of this developer different than others and to not approve an extension agreement is contrary to long established precedent by the City, and would be an additional burden to the tax payer.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Christy Alexander", written in a cursive style.

Christy J. Alexander  
Associate City Planner

Review & Concur

A handwritten signature in black ink, appearing to read "Dave Millheim", written in a cursive style.

Dave Millheim  
City Manager

# CHAPTER 18 OF ZONING ORDINANCE

of Title 12. Such adjustments should provide continuity and be consistently applied where possible along the entire length of a given street.

Intersections shall be designed for pedestrian safety through the use of bulb-outs that narrow the crossing distance of the street. Bulb-outs shall extend into the roadway the depth of the curb, gutter, and parking lane (when present) collectively.

Table 18.1 - Street Standards						
Street Type	Right of Way Width (feet)	Travel Lanes (# and width)	Median	Bike Lanes	Parking Lanes	Curb & Gutter
Arterial	77	4, 12 feet	14 feet	5 feet, each side	none	2.5 feet, each side
Principal (Major Collector)	64	2, 11 feet	12 feet	5 feet, each side	7.5 feet, each side	2.5 feet, each side
Promenade (Minor Collector)	64	2, 11 feet	12 feet	5 feet, each side	7.5 feet, each side	2.5 feet, each side
Neighborhood (Local)	32 (28 allowed if SF residential is on both sides)	2, 13.5 feet (or 2, 11.5 feet)	None	Bike Route	Non-striped parking	2.5 feet, each side
Rail Access (Local)	16 to 22	1, 11 feet or 2, 9 feet	None	None	None	2.0 to 2.5 feet, each side
Alley	22	2, 9 feet	None	None	None	2 foot gutter, each side

Table 18.2 Side Treatment Standards			
Street Type	Total Side Treatment Width (feet)	Sidewalk (Public Easement)	Park Strip/Tree Grate
Arterial	28 to 40	6 to 10 feet, each side	8 to 10 feet, each side

Street Type	Total Side Treatment width (feet)	Sidewalk (Public Easement)	Park Strip/Tree Grate
Principal	40	10 feet, each side	10 feet, each side
Promenade	50	20 feet, each side	5 feet, each side
Neighborhood	28 to 36	6 to 8 feet, each side	8 to 10 feet, each side
Rail Access	3 to 9	3 to 8 feet, one side	0 to 3 feet
Alley	None	None	None
Pedestrian Walkway	20	10 foot trail	5 feet, each side

### 11-18-105 Uses

- (1) Uses allowed in the TOD area are identified in Table 18.3 – Allowable Land uses. A development parcel may have more than one main building or dwelling, however each main building shall have its own zone lot.
- (2) More than one permitted use may be located on a development parcel and within a building (refer to definitions of mixed use and development parcel).

**Table 18.3 – Allowable Land Uses**

Key to Allowable Uses:

P – Permitted

N – Not Permitted

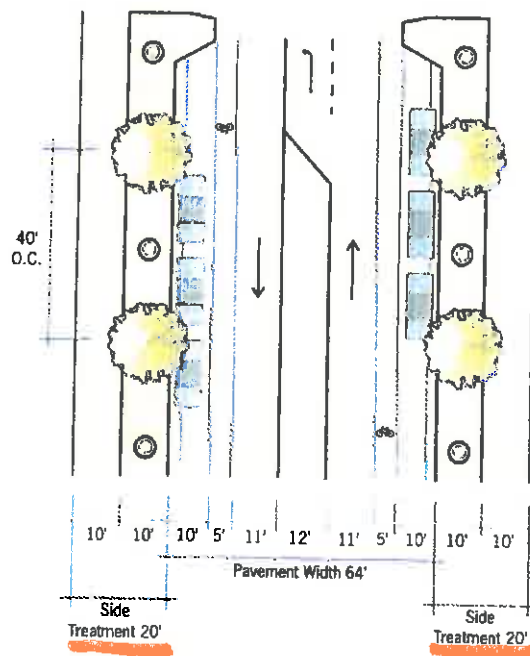
Restrictions:

- (1) – Drive-up window/drop-off lane allowed only with special use review by the Planning Commission. No additional curb cut shall be added to accommodate the drive-up/drop-off lane.
- (2) – Also see Section 11-18-108(b)(5)(iv) for provisions for buildings over 20,000 square feet.
- (3) – Benches and bus stops are permitted, with development standards as noted in Section 11-18-111

\* Neighborhood Service Establishments: low impact retail and personal service uses such as bakery, bookstore, dry-cleaning, hair styling, pharmacy, art supply/gallery, craft store, photocopy center, corner market (w/ no gas pumps).

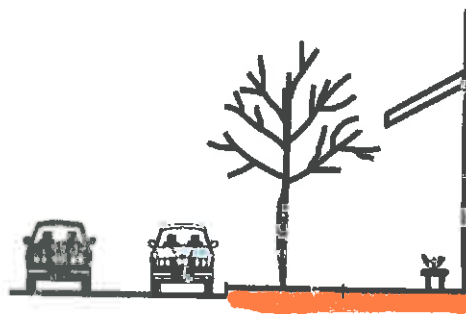
		Mixed-use Districts				
		RMU	OMU	GMU	TMU	OS
<b>Residential</b>						
	Low-density residential – single-family detached min. of 5,000 sq. ft. lot size	P	N	N	N	N
	Medium-density residential – single-family small lots and attached units or townhomes/condominiums	P	N	P	P	N

# CHAPTER 18 OF ZONING ORDINANCE



## Principal Road

- 2 travel lanes, 11' each
- 1 center median, 12' w/ turn lanes at intersections
- 2 bike lanes, 5' each
- On-street parking
- 10' park strip
- 10' sidewalk
- Front Build-to Range: 0 to 20 feet, by district



\*

\*

No further motions were made. **The Mayor** said the Council accepts the recommendation of the Planning Commission.

**CONSIDERATION OF CITY ENGINEER AND PLANNING COMMISSION RECOMMENDATION TO MODIFY STREET CROSS SECTION STANDARDS FOR THE "ROAD TO THE NORTH." (Agenda Item #5)**

**Mayor Harbertson** said this Agenda item would be subject to approval by UDOT. **Dave Petersen** said now that legislation has been passed to allow administrative review, staff is recommending that the City Council adjust the principle street/major collector cross section street standards for the Road to the North between Park Lane and the Promenade, and between the Promenade and 1525 West.

**Max Forbush** asked exactly how the side area of the cross section will be treated. **Mr. Petersen** said the Planning Commission recommended adding trees and street lights, although tree locations are not specified. He said details are proposed by engineers and landscape architects. **Sid Young** felt that clarification of the landscaping was needed.

**Motion**

*tree curb,*

**Rick Dutson** ~~MOVED TO~~ approve the recommendations of the Planning Commission, in accordance with the Memorandum dated February 13, 2009, and to approve the cross sections A,B, and C, and the Promenade to 1525 West, and to modify the verbiage, "tree/lawn/lighting", subject to UDOT approval as it connects to Park Lane. The motion was seconded by **Sid Young**, and was unanimously approved.

**CONSIDERATION OF REQUEST FROM ROD GRIFFIN FOR BOUNDARY LINE ADJUSTMENT BETWEEN DAVID F. WHITE AND CHAD MARSING PROPERTIES ABUTTING 200 WEST STREET LOCATED EAST OF FARMINGTON JR. HIGH. (Agenda Item #6)**

**David Petersen** referred to an overhead aerial map of the area and pointed out the proposed easement line. He briefly reviewed the background information of this item, and said staff recommends approval of the notice of boundary adjustment.

**Motion**

**Cory Ritz** moved to approve the request for the boundary line adjustment and to authorize **The Mayor** to sign the same. **Paula Alder** seconded the motion, which passed by a unanimous vote.

**REVIEW OF FESTIVAL DAYS PLANS/LOGO FOR 2009 - NEIL MILLER/SARAH HALE.**



# FARMINGTON CITY

SCOTT C. HARBERTSON  
MAYOR

PAULA ALDER  
RICK DUTSON  
DAVID S. HALE  
CORY R. RITZ  
SID YOUNG  
CITY COUNCIL

MAX FORBUSH  
CITY MANAGER

## \*\* MEMORANDUM \*\*

To: Mayor and City Council

From: David Petersen, Community Development Director *DEP*

Date: February 13, 2009

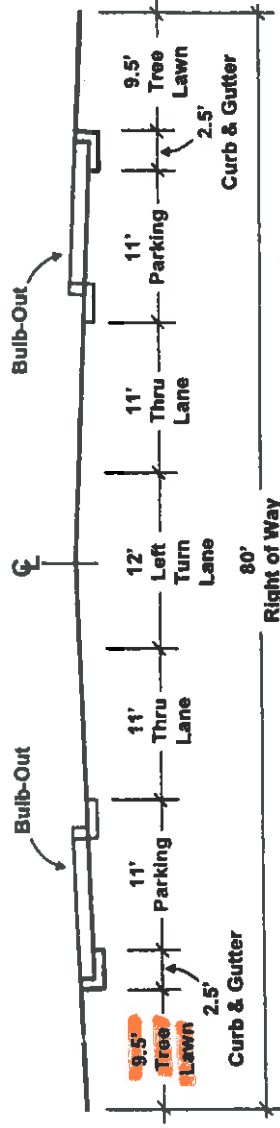
Re: Road to the North Street Cross Section Adjustment

Subject to the City Council approving an ordinance amending Chapters 7 and 18 of the Zoning Ordinance regarding administrative review of public street standards not listed, and pursuant to that amendment thereto, the Planning Commission voted on February 12, 2009 to recommend that the City Council adjust the principle street/major collector cross section street standards for the right-of-way commonly referred to as the "road to the north" between Park Lane and the Promenade and between the Promenade and 1525 West Street as set forth in the attached exhibits. The Planning Commission further recommended that the City Council consider adding trees and street lights to the tree lawn related thereto.

cc: Max Forbush, City Manager

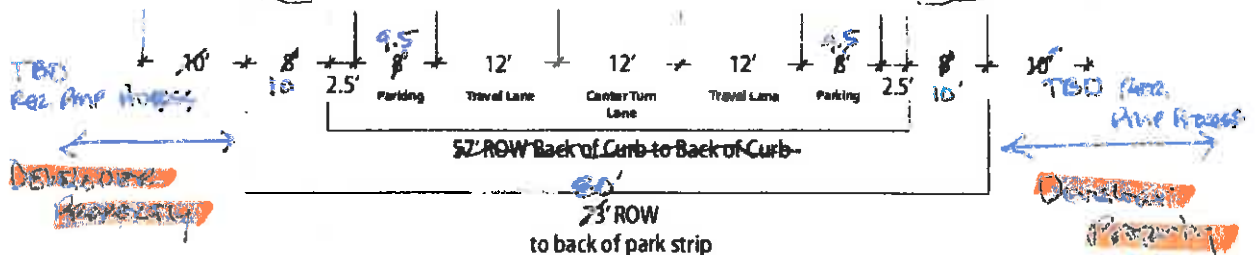
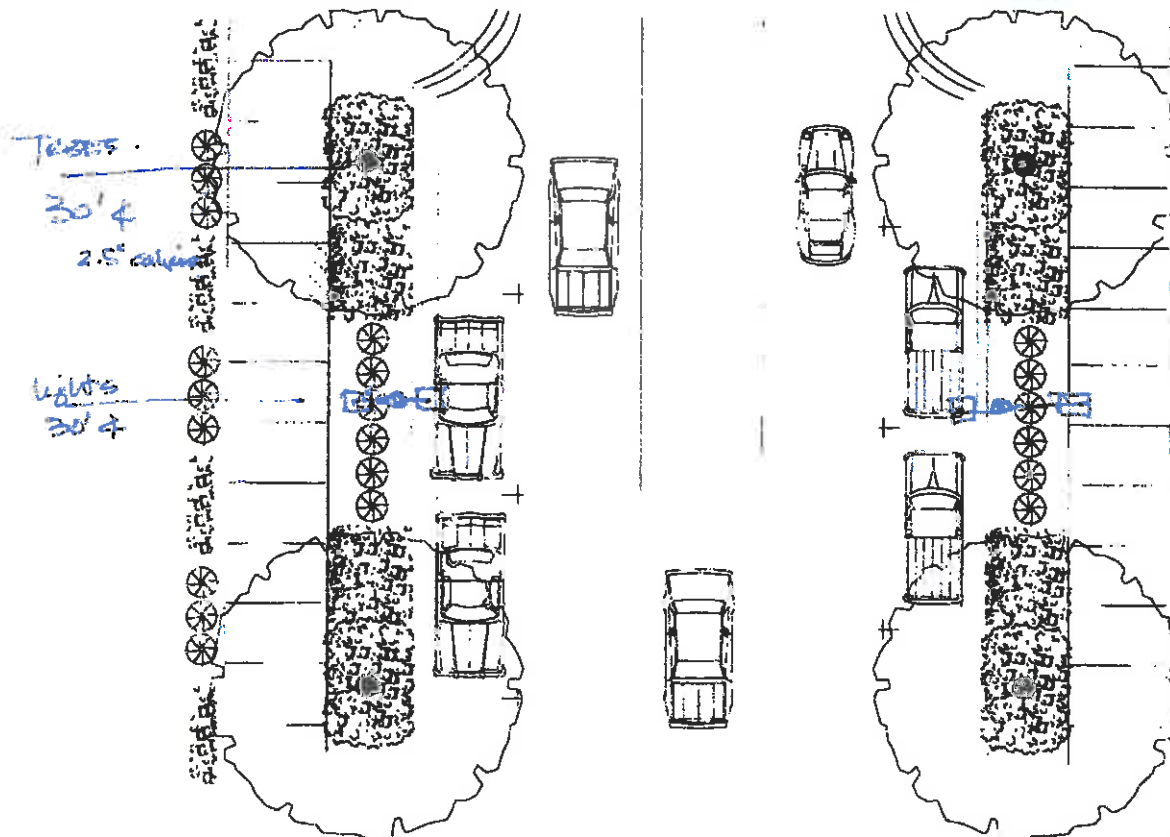
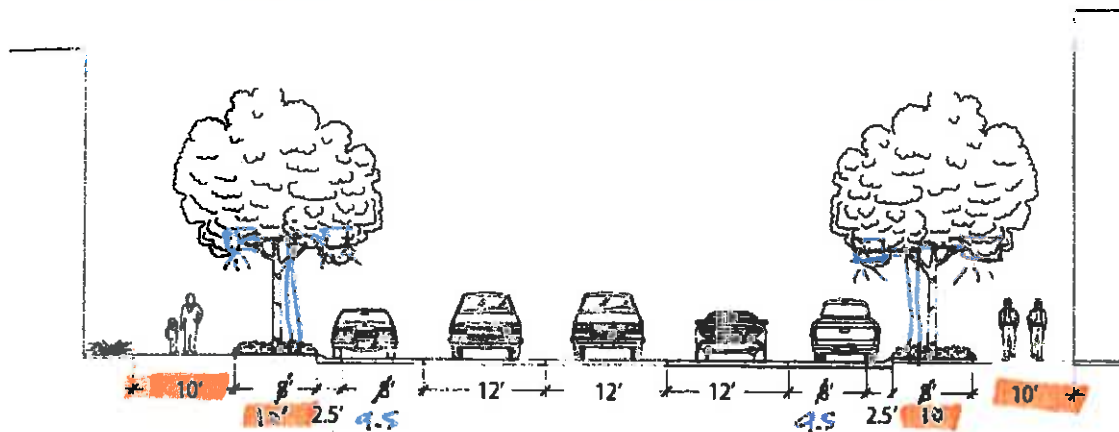
# Proposed Station Parkway Cross Sections: 3-Lane Alternative

Promenade to 1525 West Street  
(Grand Ave)



# STATION PARKWAY PROMENADE TO 1525 WEST STREET (Grand Ave)

Phase I: Two travel lanes, center turn lane, on-street parking

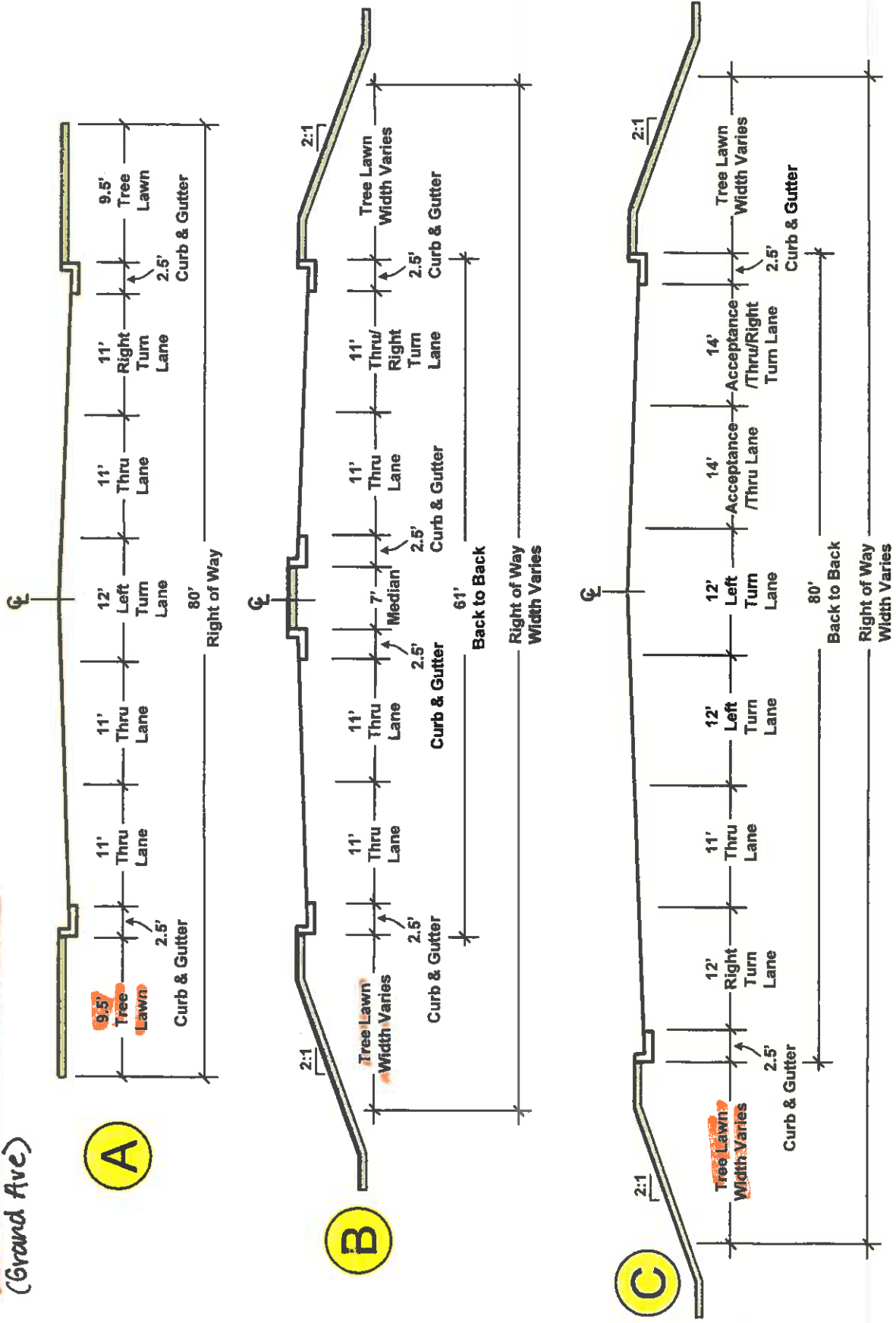


THE COMMENTS  
1/30/09



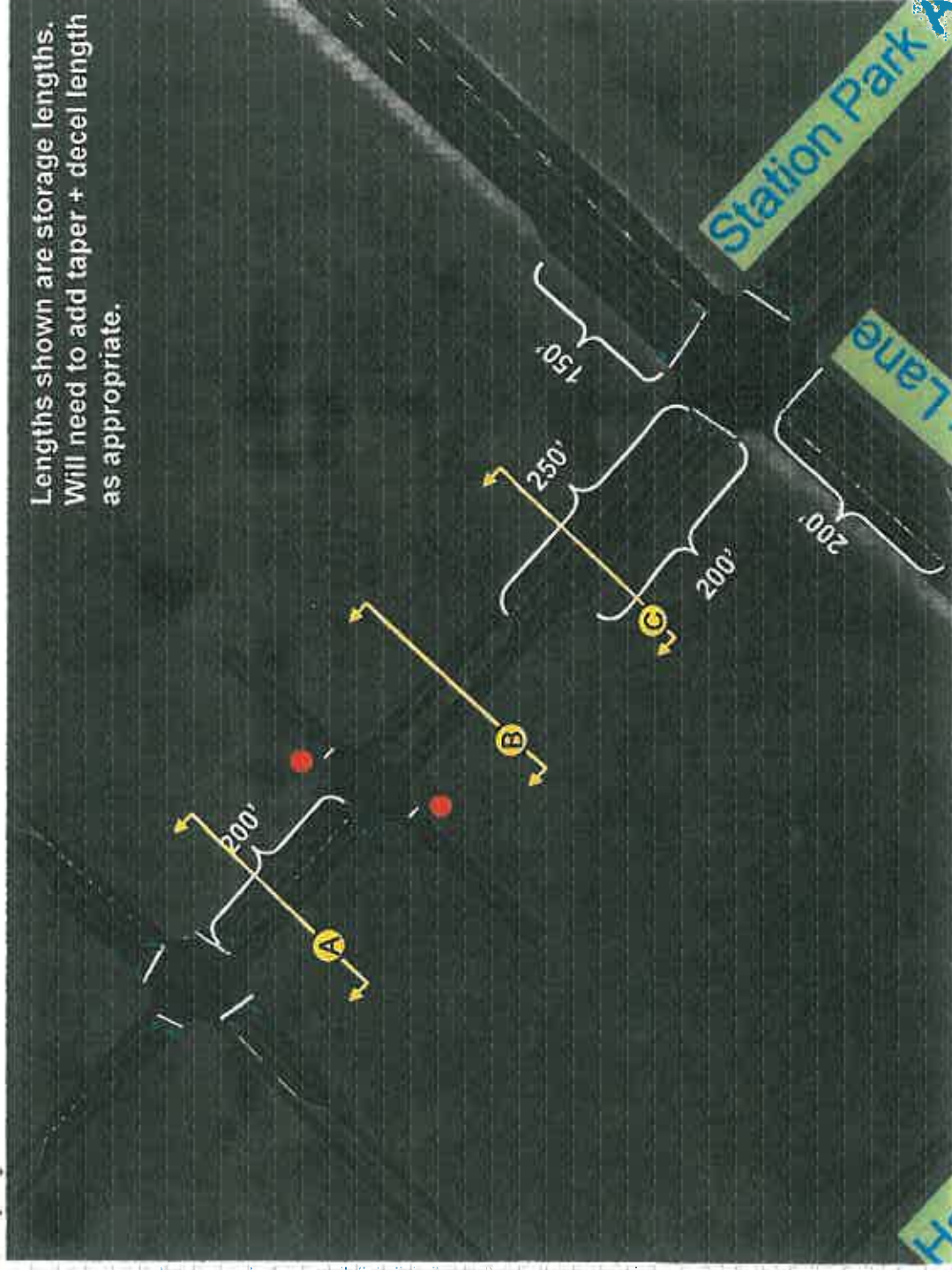
# Proposed Station Parkway Cross Sections

## Promenade to Park Lane (Grand Ave)



# Proposed Station Parkway Lane Configuration

Promenade to Park Lane  
(Grand Ave)



## Dave Petersen

**From:** Rich Haws [rich@thehawscompanies.com]  
**Sent:** Friday, January 30, 2009 12:17 PM  
**To:** Dave Petersen  
**Cc:** Tim Taylor; soren@crsa-us.com; Max Forbush; Scott Harwood; Scott Harbertso  
**Subject:** Station Parkway - design per PC Mtg  
**Attachments:** CRSA Cross Section 1.29.09 with THC Comments.pdf

David – Thought the meeting went well last night. Here are the 5 items I addressed in response to the Drawings presented by Tim & Soren. I appreciate your Team's consideration of these items and look forward to getting a design agreed upon between the parties. We will present these to the City Council on Tuesday evening. (see attached drawing that will tie to these comments)

1. Increase the Parking Lane to 9.5' – this will allow for three things: 1) – in the future if additional thru lanes are required it will not be so tight; 2) – on street bikes will be safer; 3) – parallel parking movements will be safer.
2. Increase the landscape park strip to 10'. Given the loss of the landscaped median and the emphasis on the Parkway to set the tone for future development – this will be a very important feature.
3. Include Street Lighting (to match the decorative design as set by Station Park) along with the 2.5" caliper trees, set 30' on center. The ROW planting materials need to be agreed up.
4. Define the overall ROW as the 80' illustrated, with the understanding that the sidewalk is to be on Developer / Private owned property. If there is to be a "Public Easement" on this sidewalk then it should be included in the ROW, otherwise the CC&R's can include this area under the Developer's control and accomplish the same thing – keeping the ROW to 80' and the cost on the developer's side for the sidewalk.
5. Sidewalk widths and set backs should be left flexible based on the design of the development, which will be approved through the PMP process. I will bring pictures for our next meeting of some of the examples we talked about last night.

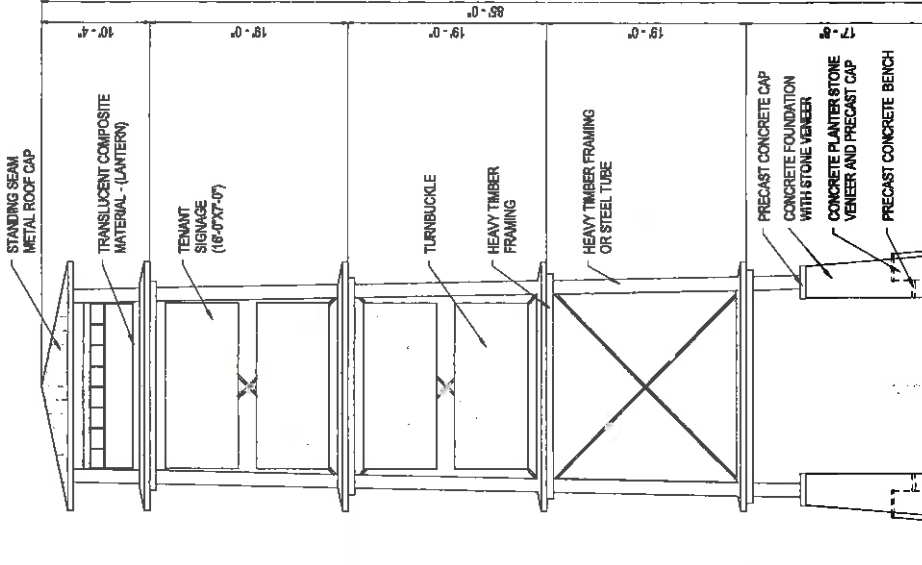
Thanks,

*Richard A. Haws, CCIM*

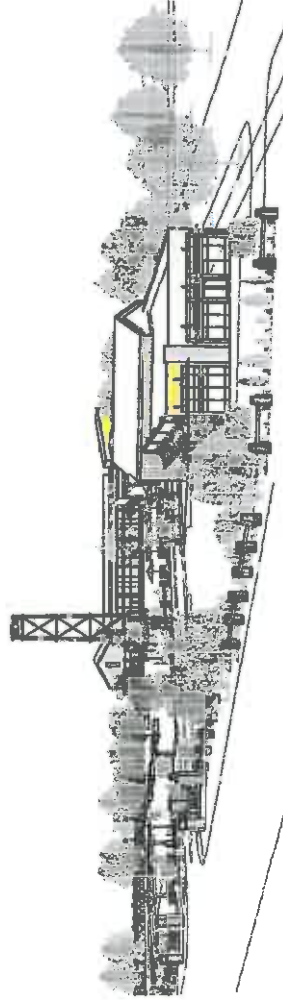


801.589.9099

[rich@thehawscompanies.com](mailto:rich@thehawscompanies.com)



PARK LANE PYLON  
1/16" = 1'-0"



> PYLON CONCEPT

**DOCUMENTS  
PROVIDED  
BY THE  
DEVELOPER**

January 8, 2013

Farmington City  
C/O: Dave Millheim, Mayor & City Council  
160 South Main  
Farmington, UT 84025

*Electronic Delivery*

Re: PMP Submittal for Park Lane Commons – Background to Open Issues

Dear Dave, Mayor & City Council:

We appreciate the opportunity to discuss with you on the 15<sup>th</sup> the two remaining open issues that have been identified by staff in order to get closure on our previous submittal. By reference and in order to keep this as short as possible, there is more background information in our letter to you of November 6, 2012 – which included our original submittal and related exhibits.

The two issues conveyed to us, along with the sub-set of related issues are as follows:

1. *The side treatment of Station Parkway.*

*Background* – The process of assembling land and master planning this area began in 1996, over 16 years ago. We have tried to include all the stakeholders within the area. During this process land was annexed, an RDA was formed, a Master Transportation Plan was approved, the General Plan was updated, Market Studies were conducted, Community Focus Groups were held, Development Agreements were entered into, roads were built, and lastly a new Chapter 18 of the zoning ordinance was adopted..... This last action is where there became a significant disconnect and has created the most angst.

During the latter part of the entitlement process (around 2006 – the time we were completing our transaction with CenterCal and their related Development Agreement was in process), other opportunists started to enter the picture and we were all concerned that the overall master planned theme of this area be protected (The story of the Little Red Hen comes to mind). We were supportive of the City's position to hire a consultant to design a new Transportation Oriented Development Zoning Regulation, where the overall intent was to create a cohesive "Sustainable" master plan for the area. At this point we were left out of the process – other than the formal public comment periods that were required by law.

The City retained consultants (in fact one of them remained as a member of the SPARC), they were "Idealistic Urban Planners", while we had suggested others with a more "Realist" approach be included – as we felt that where Farmington had NOT yet established its self with a commercial center or tax base, we needed to create a master planned themed project area but with a market driven realistic approach. We are very





confident that if the City truly sampled the architect / land planning community you would find that this Realist approach would more accurately represent the desires of the community. Clearly – before you can have an urbanized land plan, you need to create the marketplace first.

Thus – the evolution of the existing zoning ordinance. If the City Council will use it as a tool to help create a “Sustainable Master Planned” project area, then it can be very useful. BUT – if there is no flexibility (which word is specifically called for in the ordinance – but some how continues to be overlooked) and we stay in this “Idealistic Urban” mind set - then there is going to be ongoing conflict between staff and the development community. The purely idealistic urban approach is NOT what the marketplace is willing to embrace without a practical/realistic “filter” – we are NOT downtown New York, or even downtown Sugarhouse – and will not be for many years, if at all. We need to be very careful with an Idealistic set of values when it comes to the basic rights of a property owner – these are basic to our constitution. To the extent they are challenged we need to make sure we are on firm ground in defending our position. I believe our governing body, when given all the background to a proposed development and with the flexibility to apply underlying values that have been stated in the General Plan, will make the right decisions.....

So – with that background, our hope is that the City Council will be flexible in understanding the constraints of this PMP and future applications as well:

- The existing Grand Avenue street profile which was approved and constructed has side treatments of 8’ of landscaping and 8’ of sidewalk. This was by Agreement with THC (which improvements were constructed and paid for by THC) which included both the Sidewalk and Landscaping treatment within the ROW. Exhibit 1
- Grand Avenue (previously called the “Promenade”) is the main pedestrian connector through the project area. Station Parkway was never intended to carry pedestrian traffic. We own most of the frontage on Station Parkway and have always intended to have pedestrian traffic be internal to the project and along Grand Avenue. Exhibit 2
- Station Parkway profile and cross sections were approved by Agreement with THC on March 17, 2009. This did have a 10’ park strip area within the 80’ ROW – NO sidewalks were called out or ever intended by THC. All of the “Plans” for Station Parkway created by CRS (the City engineer) did NOT include any sidewalks. Typical in ALL other ROW’s within the City the side treatments – both the sidewalks and landscaping - are within the ROW. Exhibit 3



- THC has donated in excess of 6 acres of ROW property to the City, without compensation. Only that portion in excess of 55' on Station Parkway did THC receive compensation for – and that was only through fees generated by these related projects. In addition THC has donated the land and constructed the improvements for Broadway and the Legacy Trail extension – plus, paid for other services, including a main water line, power, gas and sewer that was constructed to service this whole project area.
- Any additional property required to add more sidewalk or landscape area than what has currently been submitted will impact the interior plaza area, which we feel (and hopefully the CC does as well) is more important to the patrons of the community. Note – the initial submittal to the City had NO sidewalk on Station Parkway and was consistent with what we thought the prior Agreements were – the sidewalk illustrated was added as a concession to staff's request, we would still prefer no sidewalks on the Parkway. Exhibit 4
- The 8' of sidewalk on Grand Avenue is the widest sidewalk in the City and should delineate the suggested pedestrian traffic pattern for the project area. All other sidewalks should be smaller in width than this.
- Note that "Bulb-Outs" are NOT provided for (specifically they are deleted) in the Exhibits of prior Agreements. If the City desires to now put them in with future improvements – they should be at the cost of the City and not that of the Developer. Exhibit 3
- Any future extension of sidewalk from Grand Avenue to Park Lane is best accommodated on the south side of Station Parkway. The Topography and parking for Bldg # 2 is impractical for future pedestrian access. Exhibit 1 & 2

2. Signage Tower - Design and Height.

It should be noted that the actual sign with dimensions was part of our original PMP submittal. Clearly having visibility from the Freeway for any tenant will be a vital part of the "Sustainability" portion for a successful project. Creating an Iconic statement that will pull people off of the freeway is critical whether it was for McDonalds or some other major draw. We are serving an elongated market that is accessed by the freeway system. We do NOT have enough local traffic to make this project area sustainable – traffic pulled from the freeway is vital. Here is what we hope to discuss:

- We have tried to create a look that can be BRANDED and consistent with the logo of Park Lane Commons. Our goal is, over time, to make the Park Lane





Commons brand as noticeable as that of Station Park (which we originally branded and became part of the package that was sold to CenterCal). The upper portion is to imitate a light house and serve as an iconic statement for the whole area. Our hope is that any future signage would continue this same look with materials and theme. We appreciate any feed back and ideas on branding this side of Park Lane, as there is no current commercial development in this area. Exhibit 5

- The height is illustrated in Exhibit 6 & 7. Again, we are open to your thoughts. The most important part is visibility from the freeway systems. As phase 2 of the apartments is constructed, you can see how this will block visibility if not high enough. We do not anticipate the need for tower signs promoting the apartments, as the buildings themselves are visible from the freeways. Exhibit 6 & 7

Although the planning staff initially struggled to make timely and appropriate commentary, we hope that their approach can acknowledge a level of reciprocal flexibility. Throughout the process, THC has been flexible with respect to planning staff input in order to advance this project. Addressing potential requirements raised by staff and determining the merits of their applicability have resulted in very real delays and have strained relationships with potential future tenants. THC remains optimistic that an agreement is close at hand; resulting in a high quality development, will serve as a community amenity, and will have direct economic benefit to the city. We appreciate the opportunity to work through these issues with the City Council and look forward to our discussion.

Sincerely,



Scott W. Harwood  
President



Richard A Haws

Cc: Willmore Development  
Park Lane Village Partners  
Alliance Property Management  
CenterCal Properties – Craig Trottier

Attachments: Exhibits 1 - 7



**EXHIBIT 1**



➤ CONCEPTUAL LAND USE WITH SQUARE FOOTAGE

## EXHIBIT 2

**Park Lane Commons**  
Farmington, Utah

APPROVED BY CITY COUNCIL  
DECEMBER 4 2012

**PARK LANE**  
COMMONS



**THE HAWKS**  
ARCHITECTURAL  
COMPANIES  
**neXUS**

> CIRCULATION PLANS - PEDESTRIAN

# EXHIBIT 3

Park Lane Commons  
Farmington, Utah

APPROVED BY CITY COUNCIL  
DECEMBER 4 2012

PARK LANE  
COMMONS

Exhibit 3  
to letter of 1/8/13

## Proposed Station Parkway Cross Sections Promenade to Park Lane

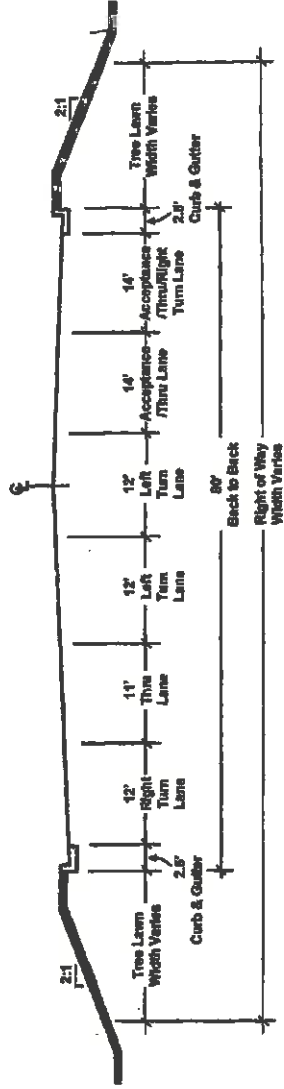
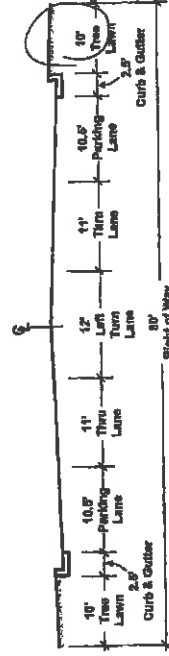


Exhibit A-1

## Promenade to 1525 West Street



Three Lane Option  
w/ On-Street  
Parking, No  
Bulb-Outs

2/17/07  
Borrow of Exchange Agreement  
for  
Promenade City's Station Parkway

THE HAWKS  
COMPANIES  
ARCHITECTURAL  
NEXUS





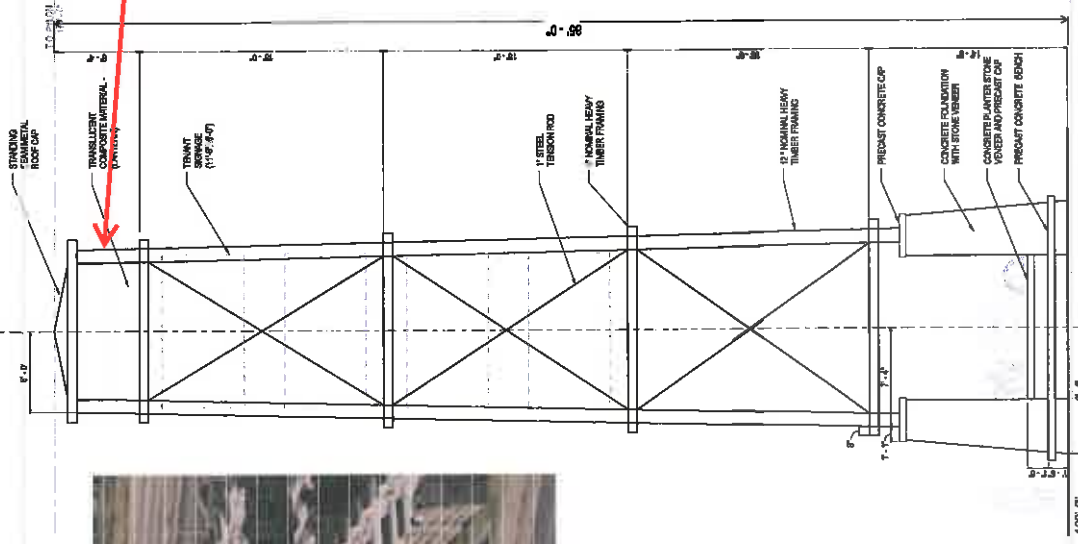
**EXHIBIT 4**

> LAND USE - PLAZA DETAIL

# EXHIBIT 5



➤ PYLON CONCEPT



**Park Lane Commons**  
Farmington, Utah

APPROVED BY CITY COUNCIL  
DECEMBER 4 2012

**PARK LANE**  
COMMONS

**THE HAWKS**  
COMPANIES

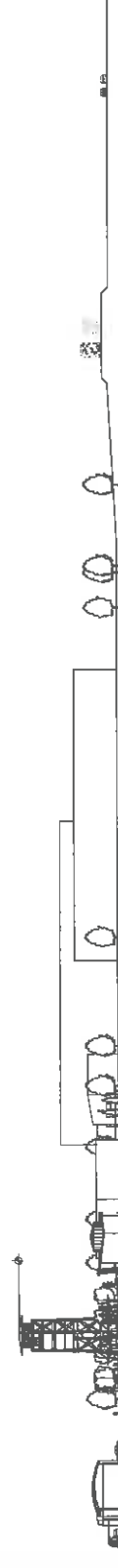
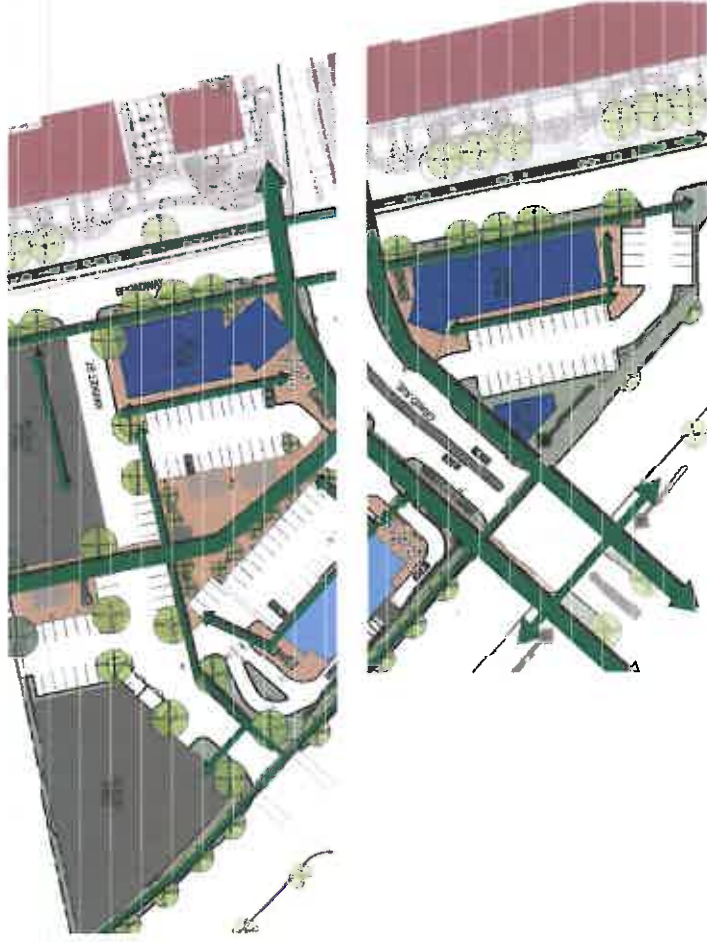
**ARCHITECTURAL**  
**nexus**

## EXHIBITS 6&7

**Park Lane Commons**  
Farmington, Utah

APPROVED BY CITY COUNCIL  
DECEMBER 4 2012

**PARK LANE**  
COMMONS



**THE HAWKS**  
COMPANIES

ARCHITECTURAL  
**nexus**

## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

### **SUBJECT: City Manager Report**

1. Upcoming Agenda Items
2. Community Park Options – Schedule Special Closed Meeting for February 19<sup>th</sup> at 4:00 p.m.
3. Building Activity Report for December
4. Community Covenant Program
5. Snow Removal – Monte Vista School Area
6. Police and Fire Monthly Activity Reports for December

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



## ***Upcoming Agenda Items***

### **February 5, 2013 – Staff Reports Due: January 25th**

#### Work Session: Election Signage

Long Range Fire Staffing Costs (Guido)

Emergency Preparedness Training (Paul White)

Excess Water Rights (Paul Hirst)

#### Presentations:

Park Lane Commons First Supplementary Development Agreement and Attached PMP  
ISO Rating Report for New Buildings (Eric Miller)

#### Action Items:

Code Enforcement Update Discussion

#### Summary Action Items:

- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists
- Approval of Minutes from January 15th

Month of December 2012	BUILDING ACTIVITY REPORT - JULY 2012 THRU JUNE 2013				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
<b>NEW CONSTRUCTION *****</b>					
SINGLE FAMILY	14	14	\$3,734,000.00	108	108
DUPLEX					
MULTIPLE DWELLING	3	3	\$560,000.00	3	3
OTHER RESIDENTIAL	0	0	\$0.00	65	65
<b>SUB-TOTAL</b>	<b>17</b>	<b>17</b>	<b>\$4,294,000.00</b>	<b>176</b>	<b>176</b>
<b>REMODELS / ALTERATION / ADDITIONS *****</b>					
BASEMENT FINISH	3		\$39,426.00	14	
CARPORT/GARAGE	0		\$0.00	4	
ADDITIONS/REMODELS	0		\$0.00	17	
SWIMMING POOLS/SPAS	0		\$0.00	3	
OTHER (water heater, furnace, roof)	9		\$94,380.00	47	
<b>SUB-TOTAL</b>	<b>12</b>		<b>\$133,806.00</b>	<b>85</b>	
<b>NON-RESIDENTIAL - NEW CONSTRUCTION *****</b>					
COMMERCIAL	0		\$0.00	6	
PUBLIC/INSTITUTIONAL					
CHURCHES					
OTHERS (Temp Trailer)	0		\$0.00	7	
<b>SUB-TOTAL</b>	<b>0</b>		<b>\$0.00</b>	<b>13</b>	
<b>REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****</b>					
COMMERCIAL/INDUSTRIAL	1		\$94,340.00	38	
OFFICE	0		\$0.00	1	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES					
OTHER					
<b>SUB-TOTAL</b>	<b>1</b>		<b>\$94,340.00</b>	<b>40</b>	
<b>MISCELLANEOUS - NON-RESIDENTIAL *****</b>					
Signs, Demizing Wall	0		\$0.00	12	
<b>SUB-TOTAL</b>	<b>0</b>		<b>\$0.00</b>	<b>12</b>	
<b>TOTALS</b>	<b>30</b>	<b>17</b>	<b>\$4,522,146.00</b>	<b>326</b>	<b>176</b>



# FARMINGTON CITY COMMUNITY COVENANT

*supporting those who serve*

WE AS A COMMUNITY RECOGNIZE AND SUPPORT THE EFFORTS OF THOSE SERVING OUR COUNTRY; WE UNDERSTAND AND APPRECIATE THE SACRIFICE OF OUR SERVICE MEMBERS AND THEIR FAMILIES; AND WE ACKNOWLEDGE AND ENLIST OUR INDIVIDUAL AND COLLECTIVE ABILITY TO MAKE A DIFFERENCE IN THEIR DAILY LIVES.

THEREFORE, WE AS A COMMUNITY COMMIT TO LEARNING ABOUT THE UNIQUE NEEDS OF SERVICE MEMBERS AND THEIR FAMILIES IN OUR AREA; WE AGREE TO WORK TOGETHER TO BUILD A NETWORK OF SUPPORT FOR THEM; AND WE ENCOURAGE EACH OTHER TO CONSIDER WAYS TO HELP MITIGATE THE NEGATIVE IMPACTS OF DEPLOYMENTS.



*WE LOVE AND SUPPORT OUR SERVICE MEMBERS AND THEIR FAMILIES!*

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Scott Harbertson  
Mayor

---

John Bilton  
City Council

---

Cory Ritz  
City Council

---

Cindy Roybal  
City Council

---

Jim Talbot  
City Council

---

Jim Young  
City Council

December 2012  
Activity Reports  
for  
Police & Fire

Zimbra

hgadd@farmington.utah.gov

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**FW: 2012 stats with 4 year comparison**

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**From :** Wayne Hansen <whansen@farmington.utah.gov> Wed, Jan 09, 2013 04:19 PM  
**Subject :** FW: 2012 stats with 4 year comparison 5 attachments  
**To :** Dave Millheim <dmillheim@farmington.utah.gov>  
**Cc :** hgadd@farmington.utah.gov,  
kjohnson@farmington.utah.gov,  
psnyder@farmington.utah.gov

I have attached our monthly stat report. It also includes a four year comparison that is on the second tab of the spreadsheet. From 2009 to 2012 our total case numbers have risen incrementally each year with the largest jump being from 2011 to 2012. We have also seen a dramatic increase in total activities. Our detective caseload also shows a continued increase from year to year for this period. You may also note that citation numbers have decreased in that same period. This is due to the increase in both caseload and calls for service as the officers have less time on preventive patrol and more on calls for service.



Chief Wayne Hansen

Farmington Police Department  
PO Box 160  
286 S 200 E  
Farmington UT 84025  
(801) 451-5453 Main  
(801) 939-9230 Desk  
(801) 451-0839 Fax  
whansen@farmington.utah.gov

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**From:** Joel Knapp  
**Sent:** Wednesday, January 02, 2013 10:50 AM  
**To:** Parish Snyder; Wayne Hansen  
**Subject:** 2012 stats with 4 year comparison

see attached



Total Reports	39	34	43	40	60	49	88	69	50	66	61	61
Officer	39	34	43	40	60	49	88	69	50	66	61	61
Crime	72	75	83	96	104	99	101	90	59	98	80	62
Accident	16	10	18	8	16	20	17	20	12	23	21	24
Supp	39	30	31	23	29	36	16	69	35	29	23	22

[illegible]

Investigations Still Working # Reports	29	31	35	38	28	29	48	35	31	43	41	30
	29	22	35	27	20	42	15	59	34	28	23	20



# Farmington City Police Department 2012 - Summary Cont.

Average		Total
Cases	157.67	1892

Reports	Officer	55.00	205
	Crime	84.92	
	Accident	17.08	
	Supp	31.83	

Citations	Total	111.92	1343
	Traffic	67.67	
	Parking	14.33	
	Other	29.92	

Activities	2394.00	28728
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Investigations	Working	34.83	354
	# Reports	29.50	



# Farmington City Fire Department



## Monthly Activity Report

### December 2012



#### Emergency Services

**Fire Related / Engine Response Calls:** **24**

*All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...*

**Ambulance Related Calls:** **61 / Transported 29 (48%)**

*Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...*

**Calls Missed / Unable to adequately staff:** **2**

**Urgent EMS Related Response Times (AVG):** **3.9 Minutes** **GOAL 4 minutes or less (-.1 min.)**

**Urgent Fire Related Response Times (AVG):** **7.7 Minutes** **GOAL 4 minutes or less (+ 7.7 min.)**

#### FIRE / EMS Operational Staffing Hours (based on a 28-day pay period from Dec 14<sup>th</sup> – Dec 28<sup>th</sup> 2012)

**Basic Staffing Hours:** Actual 1616 / Budgeted 1504 / **Variance +112**

**Breakdown of Short Staffing Hrs.** Weekends =0Hrs. Weekdays : AM=0Hrs. PM=0Hrs.

*1 F/T Captain @ 40 hours per week, and 2 staffed positions 24 hours per day (PT FF's).*

**Additional Staffing Hours:** **FIRE 72 / EMS 298 / TOTAL = 370**

*Additional hours accrued by P/T personnel to support operational activities such as Call-Backs, Engine Responses, etc.*

**Administrative Staffing Hours:** **Actual 270 / Budgeted 300**

*1 F/T Salary Exempt Fire Chief @ 40 hours per week, 1 P/T Secretary @ 20 hours per week, and 1 P/T Fire Marshal @ flexible hours not to exceed 15 hours per week avg.*

**Total Operational & Administrative Staffing Hours:** **Hours 2,256**

**Contracted Hours:** **27.0 / 359.5 YTD**

*Legacy Center Standby, Forest Service Standby, etc.*

#### Monthly Revenues & Grant Activity YTD

<b>Ambulance:</b>	<b>Prev. Month</b>	<b>Calendar Year</b>	<b>FY 2013</b>
Ambulance Services Billed (previous month):	\$33,103.08	\$398,542.55 YTD	\$193,916.04
Ambulance Billing Collected (previous month):	\$22,020.61	\$224,564.97 YTD	\$120,801.66
<b>Variances:</b>	<b>-\$11,082.47</b>	<b>-\$173,977.58 YTD</b>	<b>\$73,114.38</b>

#### **Grants / Assistance / Donations:**

Grants Applied For: Training Tower / Facility	\$0	\$409,000 YTD
Grants Received:	\$0	\$111,010 YTD



### Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # 1– Officers Monthly Meeting & Training:	21	
Drill #2– Power Tools & Ice Rescue RDC Drill:	61	Avg. Wednesday Night Drill Attendance
Drill #3– NO DRILL - Christmas:	0	by FFD Personnel This Month: 20
Drill #4– NO DRILL – NEW YEAR:	0	
Other: New Hire In-Service Training	12	
Mandatory URMMA Training – Driver Safety	27	
ADO-P Classes - November	160	1,580 ADO-P / YTD
<b>Total Training / Actual Attended Man-Hours:</b>	<b>281</b>	<b>4,027 YTD</b>

### Fire Prevention & Inspection Activities

	QTY
Business Inspections:	2
Fire Plan Reviews & Related:	4
Station Tours & Public Ed Sessions:	6

### Health, Wellness & Safety Activities

	QTY	
Reportable Injuries:	0	1 YTD
Physical Fitness / Gym Membership Participation %	38%	
Chaplaincy Events:	1	

### FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	4	13 YTD
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**Active FFD Committees:** Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub. Ed.

**Non-Active FFD Committees:** Haz-Mat Apparatus & Equipment, Building & Facilities.

### **Additional Narrative:**

*Delivery of services (response times) remained the same for EMS responses at 3.9 minutes; however, showed an increase in FIRE response times at 7.7 minutes. Increased times for FIRE responses due to reduced staffing at the station once the ADO-P class came to completion - fewer personnel at the station during Engine calls. Only 2 calls (2.4% of all calls) resulted in either short-staffing or no-staffing of apparatus, primarily during day time hours and weekends. FFD did NOT fall short of any shift staffing hours (1,922YTD) during the month of December! This is a direct result of the new shift bid process and staffing expectations. We exceeded our scheduled staffing budget by 112 hours due to special projects and help staff South Davis Metro FD and Kaysville FD during Christmas Parties (favor returned by both agencies during FFD Christmas Part). Ambulance transport percentages increased by three percent (48% transports on all medical incidents). Collections of revenues continue with little predictability due to collection & mandated billing variables. December training focused on operational use, field maintenance and safety of Power Tools, EMS Gurney Operations – New safety device acquired and installed on front-line gurney, Ice Rescue Rapid Deployment Craft (RDC) set-up, and Driving Training – URMMA. Utah Fire & Rescue Academy (UFRA) ADO-Pumper certification training (last group) completed certification training and initial testing with most candidates passing both written and practical exams. This brings our department to 21 (66%) certified Driver-Operators for basic fire engines. Work continues on Tender 711 at Job Corps with final work being completed on the Special Response Vehicle for Ice Rescue and other support operations. FFD received notification of the ISO completion status – official ISO report to follow within 3-5 months. FFD has encountered various unexpected apparatus repairs over the last couple of months that combined have impacted the new formatted apparatus maintenance budget.*

*There is no question FFD has achieved many benchmarks during the calendar year of 2012 and will continue to strive for excellence as we move through 2013!*

*On behalf of the Fire Department I would like to personally thank the City Council, Mayor and City Manager for the support during 2012. I am in the process of compiling a calendar year-end report.*

*Also, hope you all enjoyed the FFD 2012 DVD!*

*Please feel free to contact myself at your convenience: Cell (801) 643-4142 or email [gsmith@farmington.utah.gov](mailto:gsmith@farmington.utah.gov)*

Fire & EMS Operational SHIFT HRS / Coverage  
12 Month Performance Trend / 2PT & 1 FT Staffing

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
2011													
Actual P/T Shift Hours	Pre-24 Hr Ambulance Staffing x 2 Personnel												6793
Actual F/T Shift Hours							1131	1336	1274	1310	875	867	960
Total							1291	1496	1434	1470	1035	1027	7753
Budgeted							1504	1504	1504	1504	1504	1504	9024
Variances							-213	-8	-70	-34	-469	-477	-1271
% of Shifts Covered							86%	99%	95%	98%	69%	68%	
% of shifts NOT Covered							14%	1%	5%	2%	31%	32%	
# of Weekend Hrs Short													
# of Weekday AM Hrs Short													
# of Weekday PM Hrs Short													
							NO DATA						

	Jan	Feb	Mar	Apr	May	Jun	Jul*	Aug	Sep	Oct	Nov	Dec	Totals
2012 / Pay Periods (PP)													
Actual P/T Shift Hours	3 PP	2 PP	2 PP	2 PP	2 PP	3 PP	2 PP	2 PP	3 PP	2 PP	3 PP	2 PP	16125
Actual F/T Shift Hours	1921	1287	1283	1198	1217	1586	1537	1041	2047	1479	2096	1456	2485
Total	240	160	170	165	170	250	170	160	240	160	240	160	20433
Budgeted	2161	1447	1453	1363	1387	1836	1707	1201	2287	1639	2336	1616	
Variances	2256	1504	1504	1504	1504	2256	2176	1504	2256	1504	2256	1504	
% of Shifts Covered	-95	-57	-51	-141	-117	-420	-469	-303	31	135	80	112	-1295
% of shifts NOT Covered	96%	96%	97%	91%	92%	81%	78%	80%	91%	109%	104%	107%	
# of Weekend Hrs Short	4%	4%	3%	9%	8%	19%	22%	20%	9%	0%	0%	0%	
# of Weekday AM Hrs Short	55	19	23	62	44	236	288	216	132	12	0	0	1087
# of Weekday PM Hrs Short	30	28	33	48	42	112	38	54	53	13	0	0	451
	10	10	5	36	31	82	153	33	24	0	0	0	384
													1922

\*Includes 672 Additional Special Hazard Staffing Hours - Filled & Not Filled

Budgeted duty hours not filled

## CITY COUNCIL AGENDA

For Council Meeting:  
January 15, 2013

### **SUBJECT: Mayor Harbertson & City Council Reports**

1. Training for City Council Members
2. Joint PC/CC Training on January 31<sup>st</sup> at 5:30 p.m.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

# Legislative vs. Quasi-judicial decisions

Almost all planning and zoning decisions made by local zoning boards, commissions, and elected officials fall into one of two categories: legislative decisions or quasi-judicial decisions. The basic difference between the two categories is that legislative decisions establish policies for future application, while quasi-judicial, or administrative decisions are the application of those policies. Examples of legislative decisions – those that establish policies – include the:

- adoption of [plans](#)
- adoption of [ordinances](#) (or amendments to ordinances)
- passing budgets

All legislative decisions are made by the local government's elected body, but not every decision made by the elected body is a legislative decision.

Examples of quasi-judicial decisions – those that apply previously-established policies – include decisions on:

- variances
- [special exceptions](#)
- subdivision plats
- zoning code violations
- [site plan](#) review

The decisions of a board of adjustment, and many decisions of a planning commission are quasi-judicial decisions. One court has described quasi-judicial decisions in this way:

1. The action occurs in response to a landowner application followed by a statutorily mandated public hearing;
2. as a result of the application, readily identifiable proponents and opponents weigh in on the process; and
3. the decision is localized in its application affecting a particular group of citizens more acutely than the public at large

The distinction between legislative and quasi-judicial decision-making in zoning practice is an important one. In quasi-judicial proceedings the decision-making body must follow stricter procedural requirements (The term “quasi-judicial” literally means court-like; implying that proceedings must be similar to those followed in court proceedings). If the requirements are not followed, the decision could be invalidated by a court if it is challenged. Quasi-judicial proceedings must follow basic standards of due process, including:

- Proper notice of the hearing
- Providing everyone with an interest in the proceedings an opportunity to be heard and to hear what others have to say
- Full disclosure to everyone of the facts being considered by the decision-making body (i.e., no [ex parte contacts](#))
- An impartial decision-maker free from [bias](#) and [conflicts of interest](#)
- Decisions based on the facts of the case, not on political pressure or vocal opposition.

# Ex parte Contacts

An *ex parte* communication occurs when a board member in a quasi-judicial proceeding communicates, directly or indirectly, with any person or party in connection with a matter before the board, absent of notice and opportunity for all parties to participate. The term *ex parte* literally means “one-sided.”

A critical element of due process is providing every party involved in a case the same opportunity to present facts to the decision-making body. Boards and commissions are supposed to base their decisions on what was said at public meetings, hearings, “the record.” This way all parties are fully apprised of the facts and no one gains an advantage through private conversations. This can be considered basic fair play. All members of a planning commission or board of adjustment have the right to hear everything that is said about the case. Everyone, including the applicant, and those who support or are opposed in a particular case also have the right to hear everything that is said about the case, and have the opportunity to rebut what was said, or endorse what was said. Private conversations outside of public meetings undermine this open exchange and fair play.

Nothing is more frustrating for the losing party than to have the impression that the other side prevailed through the use of “back door” politics.

Having said that, the law recognizes that it is simply impossible to avoid all contacts on all questions coming before the decision-making body. Board and commission members are appointed precisely because of their involvement in the community and understanding of the issues. It would be an unrealistic standard to meet if every *ex parte* contact resulted in disqualification of the board member or nullification of the action. If such contact has taken place three steps should be taken by the board member to avoid giving rise to a legally-actionable claim:

1. End the communication. Explain to the individual that you cannot talk about matters currently before the board outside the public meeting.
2. At the hearing, disclose on the record the fact that the communication took place and share any substantive information that you may have received during the course of the contact.
3. The board member should indicate on the record whether or not the communication left him or her unable to base the decision solely on the evidence to be presented at the hearing, no longer [unbiased](#). If he or she is unable to do so the board member must recuse himself from the proceedings. It is not sufficient to participate in the discussions and merely abstain from voting; nor is it appropriate to keep silent and abstain but remain seated at the board table.

Remember, the prejudicial effect of an *ex parte* contact is in the fact that the other side is not given an opportunity to respond or is unaware of the contact altogether. *Ex parte* contacts, unless they lead to an incurable [bias](#) in the decision-maker, are not detrimental to the proceedings if they are disclosed and the other side is given an opportunity to respond.

Gary D. Taylor, Iowa State University

Browse related Articles by tag: [community planning and zoning](#), [zoning and land use regulation](#)